

**STATE OF NORTH DAKOTA**

**North Dakota Department of Health  
Environmental Health Section, Air Quality Division  
1200 Missouri Avenue: Bismarck, ND 58504**

**Request For Proposal (RFP)**

**RFP Title: Air Quality Database Update**

**RFP Number: 301-05-001**

**Date of Issue: December 12, 2005**

Purpose of RFP: The Air Quality Division of the North Dakota Department of Health, Environmental Health Section is looking to update the database tracking system for its Air Quality permitting and Compliance Program. The database system will be used within the Air Quality permitting and Compliance Program to provide a more functional tool for tracking required program data and to allow electronic reporting of required data to EPA.

Offerors are not required to return this form.

**Procurement Officer: Karen Haas**

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## **SECTION ONE - INTRODUCTION AND INSTRUCTIONS**

### **1.01 Purpose of the RFP**

The North Dakota Department of Health, Environmental Health Section, Air Quality Division, hereafter known as “purchasing agency” is soliciting proposals for updating the database tracking system for its Air Quality permitting and Compliance Program. The database system will be used within the Air Quality Permitting and Compliance Program to provide a more functional tool for tracking required program data and to allow electronic reporting of required data to EPA.

### **1.02 Contact Person, Telephone, Fax, E-mail**

The procurement officer is the point of contact for this Request for Proposal (RFP). All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: Karen Haas

PHONE: 701.328.3325

FAX: 701.328.4727

TTY Users call: 7-1-1

E-MAIL: khaas@state.nd.us

### **1.03 RFP Schedule**

This schedule of events represents the State’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: December 12, 2005
- Pre proposal Conference: January 5, 2006
- Deadline for receipt of questions and objections related to the RFP: January 10, 2006
- Responses to questions/RFP amendments (if required): January 13, 2006
- Proposals due by: 2:00 Central Time, January 24, 2006
- Proposal Evaluation Committee evaluation completed by approximately: February 10, 2006
- State issues Notice of Intent to Award a Contract approximately: February 17, 2006
- State issues contract approximately: February 24, 2006
- Contract start: March 1, 2006

## **1.04 Return Mailing Address and Deadline for Receipt of Proposals**

Offerors must submit 3 (three) copies of its proposal in a sealed envelope or package.

Offerors must submit an electronic copy of their proposal on a disk or CD.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

**NORTH DAKOTA DEPARTMENT OF HEALTH**  
Environmental Health Section – Air Quality Division  
Request for Proposal (RFP): Air Quality Database Update  
RFP Number: 301-05-001  
Gold Seal Center, 2<sup>nd</sup> Floor  
918 East Divide Avenue  
Bismarck, ND 58501-1947

Proposals must be received by the purchasing agency at the location specified no later than **2:00 P.M., CENTRAL, Time on January 24, 2006**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

## **1.05 Assistance to Offerors with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

## **1.06 Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing submitted to the email address of the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP,

then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

## **1.07 Approved Vendor Registration Requirements**

### **VENDORS MUST BE APPROVED BEFORE CONTRACT AWARD**

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 920-40 and 920-27.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.html>. Contact the Vendor Registry Office at 701-328-2773 or [infospo@state.nd.us](mailto:infospo@state.nd.us) for assistance.

The successful offeror must register and become approved within 30 CALENDAR DAYS from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

## **1.08 Pre-proposal Conference**

A pre-proposal conference will be held at 9:30, CENTRAL, Time, on January 5, 2006 in the Environmental Training Center building located at 2639 East Main in Bismarck, North Dakota. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Attendance at this pre-proposal conference is not mandatory.

Offerors with a disability needing accommodation should contact the procurement officer by calling 701.328.3325 (TTY Users Call: 7-1-1) before the date set for the pre-proposal conference so that reasonable accommodation can be made.

## **1.09 Amendments to the RFP**

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

## **1.10 News Releases**

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

## **1.11 Notice Provided**

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09.

### **1.12 Letter of Interest**

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.



## **SECTION TWO - BACKGROUND INFORMATION**

### **2.01 Background Information**

Background information concerning this project is as follows:

The Environmental Health Section (Section) of the North Dakota Department of Health is the environmental protection and control agency for the state. The Section works closely with the United States Environmental Protection Agency (EPA) to safeguard the quality of North Dakota's air, land and water resources. Compliance and enforcement of State and Federal environmental laws are accomplished through permitting, inspecting, sampling, monitoring, analytical services, compliance assistance, and compliance enforcement activities.

The Section is divided into 5 divisions. They are the Division of Air Quality, the Division of Chemistry, the Division of Municipal Facilities, the Division of Waste Management, and the Division of Water Quality. Each division is comprised of program areas to administer the specific environmental programs within that division.

The Air Quality Division has an Air Quality Permitting and Compliance Program (AQPCP) that regulates air emission sources throughout the state. This is done by issuance of Air Quality Permits to facilities with emission sources. The program also tracks compliance of these emissions through inspections of the facilities and through reports that the facilities must submit to the program. The program area assesses and collects fees from these facilities based on the type of facility and/or pollutants emitted. The program also tracks any failure of the facility to comply with federal or state law, or noncompliance with permit conditions. The program initiates enforcement actions to bring facilities back into compliance.

The AQPCP has 11 program staff that work on issuing Air Quality Permits and tracking compliance of facilities with permits. The program currently tracks about 450 facilities that have individual Air Quality Permits; sixty five (65) of these facilities are classified as Title V sources and are issued Title V permits. The program also issues General (Air Quality) Permits for Dry Cleaners; Rock, Sand and Gravel plants; Grain handling facilities; and fertilizer plants. There are about 550 facilities covered under general permits.

The AQPCP has a data base to track information on permitted facilities including information on facility and site location, permits, inspections, annual emission reporting data, stack testing data and enforcement. The database was developed in 1997 by AQPCP program staff using Microsoft Access. In 2004, the program developed a second database in Microsoft Access to track just the emission inventory data for point sources that must report to EPA. This was done to meet an updated EPA reporting requirement, and was implemented in a new database because the original database did not contain the appropriate table structure to build the new components needed. The emission inventory data in this new database is reported to EPA electronically.

The original database needs to be updated including normalizing the tables, and adding more data fields to provide more complete and accurate information. Since some of the information in this second database is a duplicate of what is in the main AQPCP database, such as facility data, the two database systems should be integrated. This would prevent the program staff from having to maintain the same data in two separate database systems.

The AQPCP program is also required to report certain data to EPA. While it is possible to electronically report the emission inventory from the new database to EPA electronically, the data in the old database cannot be electronically reported to EPA because of the difference in table structures between the state system and EPA's database system which is called AFS.

The old database table structure would have required a significant amount of manipulation by hand to get the data into a format where it could be electronically submitted to EPA. Therefore the program staff has found that it is easier to do duplicate entry into the EPA system. The program is looking to upgrade the database so all the necessary information that is required to be reported to EPA can be easily uploaded to EPA electronically.

## **2.02 Technical Overview and State Standards**

### **North Dakota State Government Technical Environment**

In overview North Dakota's technical environment consists of Windows based desktops and a variety of server platforms connected via an IP based network. Desktop support is provided by the individual State Agencies with the Information Technology Dept. (ITD) providing the state wide network and support for the majority of the server platforms. Brief descriptions of each component are provided below.

#### **Desktop Environment**

The de facto desktop standard is an Intel platform running some variety of Windows. Windows 2000 and Windows XP are the most common although significant installations of both Windows NT 4.0 and Windows 98 exist. The AQPCP desktop computers all run Microsoft Windows XP.

#### **Network Services**

ITD provides both local and wide area network services for State Government. All LAN segments are switched 100 megabit Ethernet networks. The Fargo and Bismarck metropolitan area networks are gigabit fiber based while the majority of WAN connectivity is obtained via ATM T1s. The core of the WAN consists of a SONET ring. End User support is provided through a central help desk; this service is available 24x7x365.

#### **Directory Services**

ITD provides a single Active Directory network domain that provides agencies with a single network sign on and offers push technology for the distribution of applications to user workstations while allowing for ready management of the network and local control. All agency computers utilizing the state's Active Directory are members of the state forest, NDGOV. Each agency comprises an Organizational Unit (OU) within NDGOV. ITD provides the necessary Domain controllers and Global Catalog servers for authentication services.

In addition, ITD provides an LDAP directory service using the IBM SecureWay product. IBM SecureWay LDAP directory service is used to provide authentication and authorization for web applications. This LDAP directory is also used to provide authentication for the ITD managed FTP server.

#### **Hosting Services**

The majority of State Agencies receive hosting services from ITD. These services are provided by the following platforms:

- an IBM z800 mainframe running zOS version 1.4,
  - an IBM iSeries, model 820 running OS version 5.2,
  - Windows servers with Windows 2000 Server being the preferred OS;
- Windows 2003 will be deployed gradually over time,
- Sun Solaris servers, and
  - Intel RedHat Linux servers.

End User support is provided through a central help desk; this service is available 24x7x365. The z800 mainframe provides CICS for transaction management.

### **Database Services**

The majority of State agencies receive database services from ITD. The following databases are supported:

- Software AG's Adabas is hosted on the z800 mainframe,
- IBM DB2, version 7.2 which is hosted on the z800 mainframe,
- Oracle 9i which is hosted on a Sun Solaris cluster, and
- Microsoft SQLServer 2000 which is hosted on a Windows 2000 Server cluster.

ITD provides both test and production database environments and dedicated, or stand alone, installations of these databases are actively discouraged.

### **Web Environment**

ITD provides both clustered .NET and J2EE web application environments; test and production environments are provided. The J2EE platform consists of IBM WebSphere version 5.1 running on RedHat Linux. Load testing of any web application is required prior to production deployment and is highly recommended during application development. ITD uses Mercury Interactive's LoadRunner software to perform load testing.

### **Data Backup**

Backup services are provided by IBM's Tivoli Storage Manager.

Information regarding the State's information technology standards may be found at:

<http://www.state.nd.us/ea/standards/>

## **2.03 Budget**

The estimated budget for completion of this project is between \$30,000 and \$100,000. Proposals priced at more than \$125,000 will be considered non-responsive.

## **SECTION THREE -SCOPE OF WORK**

### **3.01 Scope of Work**

The North Dakota Department of Health, Environmental Health Section, Air Quality Division, is soliciting proposals for DATA PROCESSING, COMPUTER, AND SOFTWARE SERVICES. The Department wants assistance to develop an updated AQPCP Database system that will combine the two current databases into one system, and will also track additional information and provide additional tools that will be of benefit to program staff in managing the AQPCP. The consultant will review the two database systems currently used by the program, work with program staff to assess the specific functionality that is needed as well as recommend any additional functionality that would be a benefit to the program in an updated system, and finally develop an updated database system and implement it with the program area. The goal of this project is to have a fully functional database system that tracks information on facilities permitted and or regulated by the AQPCP, assist staff in carrying out tasks necessary to manage and operate the AQPCP, and that will allow staff to be able to electronically submit required reporting data to EPA, preferably through EPA's Central Data Exchange, using the state Network Node.

### **3.02 Definitions**

ACPCP – The Air Quality Permitting and Compliance Program of the North Dakota Department of Health, Environmental Health Section, Air Quality Division

AEIR – Annual Emission Inventory Report

AIR – Aerometric Information Retrieval

AFS – AIRS Facility Subsystem

CEM – Continuous Emissions Monitor

CEMS – Continuous Emissions Monitoring System

CFR – Code of Federal Regulations

EPA – United States Environmental Protection Agency

EPA-CDX – The Environmental Protection Agencies Central Data Exchange. EPA's CDX is the point of entry on the Environmental Information Exchange Network (Exchange Network) for environmental data submissions to EPA. (<http://www.epa.gov/cdx/>)

LOAN – Letter of Apparent Noncompliance

MACT – Maximum Achievable Control Technology

NSPS – New Source Performance Standards

NESHAPS – National Emission Standards for Hazardous Air Pollutants

NEI – National Emissions Inventory

Network Node – Is the states point of entry on the Environmental Information Exchange

Network and is used to submit environmental data to EPA in electronic format.

NIF – NEI Input Format

NOV – Notice of Violation

POC – Point of Contact

PTC – Permit to Construct

PTO – Permit to Operate

SCC – Source Classification Code

SIC – Standard Industrial Classification

SM – Synthetic Minor

TRS – Township-Section-Range

### **3.03 Information Technology Solution**

#### **A. INTRODUCTION**

The Air Quality Permit and Compliance Program (AQPCP) is seeking IT professional services for the development and implementation of a Database tracking and reporting system that will allow them to track information on facilities permitted and/or regulated by the North Dakota Department of Health AQPCP, and provide tools to improve the management and operation of the AQPCP. This will involve combining the two current database systems into a new updated system. It will also involve evaluating the data that is needed to be tracked by the AQPCP Program and developing a database with a normalized data structure to track information related to the following areas: facility (source), site, contacts, permits and permit requirements, inspections, compliance, enforcement and required reporting information. The existing databases can be used as a starting point, but additional information and functionality is desired in the updated system as identified in part B below.

#### **B. IT PRODUCT REQUIREMENTS**

**Following is a list of features and Information that is tracked by current database(s), which are to be included in the updated database (see attachment 7 for screen shots of the current databases):**

- a. Permit to Operate (PTO) and Permit to Construct (PTC) information including: PTO or PTC number, owner (company or individual) of the source, owner's address, source name and location including latitude/longitude, nearest city, county and any one of the following: 911 address or township, range, section, QQQ. It also tracks type of facility (i.e. Ethanol Production).
- b. Permit issuance and expiration date.
- c. Point of Contact (POC) for permitting purposes and Annual Emission Inventory Reports (AEIR) purposes (include Mr/Ms, first and last name, title, address, city, state, zip and phone number); and name of responsible official for Title V sources.
- d. Application information for and tracking of General Permits
- e. EPA information for each source: AFS number, SIC Codes, NAICS Codes, AIR Codes.

- f. Information for each source: Type of permit issued (i.e. Title V, Synthetic Minor, Minor), frequency of inspection, New Source Performance Standards (NSPS) subpart related to specific emission unit, National Emission Standards for Hazardous Air Pollutants (NESHAPs related to emission process), Synthetic Minor (SM) limit that allows the facility to operate as a synthetic minor source; (i.e. source is limited to a number of operating hours, or a quantity of fuel consumption, or a quantified amount of process throughput on a yearly basis).
- g. Information for facilities with General Permits. Types of permits include dry cleaners, rock sand and gravel plants, grain elevators, and fertilizer plants. Information includes: Owner's (company or individual) name and address; POC name, address and phone number; source location; and information such as expiration date, permit conditions, etc.
- h. Flag facilities that are required to submit AEIRs.
- i. Track AQPCP program staff assigned to the facility for permitting and for compliance.
- j. Track application information including status (for example: active or not active, received date, etc...), also track permit status.
- k. Tickler that tracks standard due dates (permit expiration, public notice, dates when Title V permitting data must be entered into EPA's AFS system, etc...), and that tracks dates entered by program staff.
- l. For each facility site (Source), track emission units, emission processes, emission periods, release points and release point data related to a site, consistent with the latest US EPA NEI Input Format (NIF) Version 3.0 or greater.  
(<http://www.epa.gov/ttn/chief/nif/index.html>)

**Following is a list of Updates/enhancements to include in updated database system. The updated database must track the minimum data listed in each grouping area, and must provide the functionality listed in the bulleted list below each grouping. Please note, some of the information may be duplicated as it applies to more than one grouping area.**

**1. General:**

- a. Make the database more user friendly and include more search capabilities. While the program would like to track all of the information shown in the current screens, the screens do not need to be replicated exactly in the updated database. It is hoped that the screens and navigation can be simplified.
- b. Include training manual and administrator manual for the system.
- c. Have capabilities for program staff to be able to generate additional queries and reports as needed.
- d. Include migration schemes for getting data from the current databases into the updated database, and assist program staff in migrating electronic data from the existing databases into the updated database.
- e. Pull in all previously submitted AEIR data that is in both of the Air Quality (AQ) databases into the updated database so all of this data can be queried and searched in one database.
- f. Pull source information stored in AEIR Summary Excel spreadsheet into the database so future AEIR data can all be entered directly into the database.
- g. The system must have security to allow a database administrator to have full access to the system and any administrative functions, allow program staff to have read write access to all data being tracked, and to allow others, such as personnel from other programs, read access to data tracked in the system.
- h. While the AQPCP has an understanding of the specific items they need to track and

some of the functionality they want the system to have, because of the complex rules that apply to these facilities, they are looking for the contractor to determine the proper table structure and to provide recommendations on additional features or functionality that may be of benefit to the program.

## **2. Source Information:**

The Air Quality Permitting and Compliance Program (AQPCP) issues permits to sources (facilities) at specific sites. The vast majority of these sources are in one fixed location: however, there are a few sources (mainly rock, sand and gravel facilities) that move periodically. The AQPCP would also like to track sources where a permit is applied for, but where the AQPCP determines that a permit is not needed, and also be able to track the reason that a permit was not needed. The AQPCP also gets complaints at sites that are not permitted. These sites need to be tracked separately, not in the main facility/source table.

Minimum data to track: Name, location/address (including 911 address, TRS, latitude longitude and associated metadata - be able to track the multiple locations for portable sites), county, alternate names for a site and the date the name applied to the site, facility type, EPA ownership type, operating status, EPA's AFS ID number, State ID number (FPID), SIC codes, NAICS codes, AIR codes, program staff(s) assigned to the source, operating status, frequency of inspection, emission units (and associated metadata), emission unit process (and associated metadata), release points (and associated metadata) emission period, continuous emission monitor(s) information including emission monitored (parameter), monitoring location (emission point), manufacturer, model number, serial number, facility POC for the monitors, date monitor(s) were installed and date certified.

The system must be able to do the following:

- a. Provide functional, intuitive screens for entering and viewing source information.
- b. Produce reports with information on the facility (name, location, contacts, emission units, etc.) and permit issued to the source. Report must be able to be limited and/or sorted by: permit category (Title V, SM, Minor), permit type (individual or General); by facility type; by application received date; by facilities with PTCs as well as the status of the PTC and issuance or expiration date of the PTC; by facilities with PTOs as well as by PTO issuance and expiration date; by facilities assigned to program staff; by facilities with NSPS Subparts; by facilities with certain NESHAPS; and by facilities with certain types of emission units.
- c. Produce standard reports showing a summary of facility information including facility name, location, permit number, permit type, etc. It must be able to be queried and sorted by program staff assigned to monitor the facilities.
- d. Provide tools for ad hoc queries of facilities and facility information, by date, type, etc.
- e. Produce a report or query with emission unit information that can be limited and sorted by NSPS data (i.e. be able to pull up a list of all NSPS Subpart D boilers).
- f. Produce a Report showing continuous emission monitor(s) (CEMs) or continuous emissions monitoring systems (CEMS) at a facility. Include at a minimum: emission monitored (parameter), monitoring location (emission point), manufacturer, model No. Serial No., facility POC. Also, include date installed and date certified. The data must be able to be queried by: facility, parameter, and manufacturer
- g. Produce an overall facility summary that includes facility and permit information, yearly AEIR summary information, list of inspections conducted, stack testing summary, and CEMS data. Also include a summary of enforcement actions and the

- compliance status for inspections, and be able to view inspection report for each inspection.
- h. Track location information and metadata so sites can be mapped using GIS tools.
- i. Provide a link that will open the EHS Facility Profiler and facility Profiler mapping tool

### 3. Contacts

Each facility will have at least one owner and/or operator contact that can be a person or organization. The system must be able to track other individuals at a facility who are the program contacts. A contact (individual or organization) may be associated with more than one facility.

Minimum data to track: Name of individual or organization (for individual include Mr/Ms, first, last, Jr/Sr, professional qualification and title), company, address (mailing and location address), city, state, zip, phone number(s), email address, designation as responsible official for a site, type of contact (owner, operator, permit contact, etc.).

The system must be able to do the following:

- a. Provide functional, intuitive screens for entering and viewing contact information.
- b. The database system shall be able to query information and generate reports that display the contact information for facilities.
- c. The database system shall be able to generate standard letters addressed to the appropriate contact for: Permit renewals, Permit to construct letters, permit to operate letters, auditor letters, Annual Emission Inventory Report letters, billing letters, etc.

### 4. Permit:

The AQPCP issues individual permits and General permits. When a source is being built or added onto, a Permit to Construct (PTC) is issued, which is valid for up to 18 months. When construction is complete a Permit to Operate (PTO) is issued, which is valid for up to five years and then must be renewed. Each source will have one individual PTO at any one time. A facility can have a PTO and a PTC at the same time (this happens when an existing source is adding or changing a process), or can have more than one PTC at any given time (if it is changing two or more processes). Each individual permit is issued to one owner/operator for one source (facility).

A general permit has standard conditions for a certain type of facility, and many owners can apply for their facilities to be covered under a general permit. Again, permit coverage is tracked by associating permit coverage to an owner for a facility.

Minimum data to track: For the PTC and the PTO track: permit number, application received date, application status, permit application information including Title V applications, permit not needed indicator, public notice start date, public notice end date, Public notice information, permit issuance, permit effective, permit end date, permit status, type of permit (PTO or PTC), category of permit (Title V, Synthetic Minor, Minor, etc.), and individual or general permit indicator. Also track if it is an Acid Rain facility; air program code; pollutants; federal regulations that apply to emission units, emission processes, emission points (CFR Subparts for NSPS, NESHAPS and MACT), permit limits by emission units, or emission point; synthetic minor limit, reports that must be submitted and the dates by which required reports must be submitted.

The system must be able to do the following:

- a. Provide functional, intuitive screens for entering and viewing permit information.



- b. Have tools for ad hoc queries of permits, by type, expiration date, etc.
- c. Program staff should be able to hyperlink to the actual PTO document (in word processor or PDF format).
- d. Generate reports with facility and permit information limited and/or sorted by permit category (Title V, Minor, SM, and General Permit).
- e. Associate federal requirement with emissions data (i.e. NSPS and NESHAPS subparts).
- f. Have database system generate standard transmittal letters such as: permit renewal letters, PTC letters, PTO Letters, county auditor letters, etc.
- g. Provide tools that allow program staff to easily add a renewed or reissued permit for a source, such as a tool to duplicate the old permit information and then allow program staff to update what has changed.

## **5. Inspection/complaints:**

The AQPCP conducts inspections at permitted sources and at sites that are not permitted but about which the AQPCP receives complaints. A source may have many inspections.

Minimum data to track in regard to inspections: Inspection frequency of each source, inspection date, inspector(s), inspection type, inspection summary/comments, noncompliance at an inspection by pollutant and emission point, deficiencies noted during an inspection, deficiency ranking.

Minimum data to track in regard to complaints: Date received; program staff who received it; complainant's name, address and phone number; email address; name and location of site where the activity is occurring, (if it is not a permitted site include the address such as 911 address or TRS or latitude and longitude, or site description), phone number, county, category of complaint, description of complaint, summary of follow-up action. If the complaint is about a permitted facility, link the facility to the complaint. The AQPCP is developing a database of oil wells within the state. Complaints received regarding an oil well should be able to be linked to the oil well in the oil well database.

The system must be able to do the following:

- a. Provide functional, intuitive screens for entering and viewing inspection/complaint and compliance information.
- b. Be able to query permitted facilities based on inspection frequency. Have a query and a report that shows facilities that need to be inspected. This will be determined by the inspection frequency listed for each facility and the date of the last inspection.
- c. Track inspection deficiencies without causing an automatic entry into an enforcement table. For example, the deficiency ranking could be noted as recommendation, warning, minor or major deficiency and be marked as needing: a recommendation for corrective action, a warning for failure to correct something, etc. Then the program staff could determine if it was significant enough to warrant tracking as an enforcement matter.
- d. Inspection data displaying noncompliance by emission unit and pollutant.
- e. Have a hyperlink to the actual inspection reports so they can be viewed.
- f. Allow adhoc queries of inspection summary information that can be queried by: time period, inspector, or facility. Include at least the following information: facility, PTO number, permit type, inspection date, inspector, NSPS subpart, NESHAPS subpart, and compliance status for permitted pollutants. Also generate a report with this information.

- g. Allow for more detailed information to be stored for inspections than is stored in the current database.
- h. Sort and query complaints by county, complaint category, and permitted facility. Be able to open the detailed complaint form from this query of complaint information.
- i. Be able to link a complaint regarding an oil well to the AQPCP oil well tracking database.
- j. Generate a letter to EPA to send a list of facilities inspected during a reporting period. Also generated a report showing the list of facilities inspected during a reporting period.

## 6. Reporting:

Some permitted sources are required to submit reports to the Department on a regular basis. Some are also required to perform stack testing and report this information to the department. These reports include the Annual Emission Inventory Reports (AEIR), Continuous Emission Monitor (CEM) reports, annual compliance reports, stack testing reports and others. The Department must also report certain data to EPA, including some of the reporting information submitted by industry, as well as data related to permitted facilities, inspections the state has conducted and compliance and enforcement information on permitted facilities. Some permitted sources are also required to pay fees to the Department and this payment must be tracked.

Minimum data to track in regard to all reports: Track reports and reporting requirements for each source, the date reports are to be submitted, and dates reports are received.

Minimum data to track in regard to AEIR reporting: Reporting form(s) each facility needs to submit, pollutant, emission source type (i.e. ethanol facility, utility electric facility, hot-mix asphalt plant, etc.), emission unit identification, emission unit process, emission periods, release points and release point emission data by parameter related to a site, the type and quantity of fuel combusted, amount of product processed, etc. (Track all AEIR data consistent with the latest US EPA National Emission Inventory (NEI) Input Format (NIF) Version 3.0 or greater - as found at <http://www.epa.gov/ttn/chief/nif/index.html>).

Minimum data to track in regard to stack or source testing: Facility, PTO number, date, emission unit identification, action code, testing method, parameters tested, testing company, test results and initials of program staff entering the information.

Minimum data to track which must be reported to EPA by AQPCP: The information reported to EPA covers many different areas including facility, permitting, inspections, compliance and enforcement. A summary of data required to be reported to AFS can be found at <http://www.epa.gov/compliance/data/systems/air/aboutafs.html>. This page also has a link to a document with the minimum data reporting requirements for AFS. The updated database system must at a minimum, be able to track the "Minimum Data Reporting Requirements for AFS" as found on the above EPA web site.

Minimum data to track in regard to permit fees: Fees for each source (based on type of facility and/or emissions generated) that can be totaled by owner, date fee is due, date fee is received, and comments. Information on Fees are found in NDAC 33-15-23 (<http://www.legis.nd.gov/information/acdata/html/..%5Cpdf%5C33-15-23.pdf>)

The system must be able to do the following:

- a. Provide functional, tools for entering required reporting information into the database

- and functional intuitive screens for viewing data.
- b. Pull in all previously submitted AEIR data that is in both of the AQ databases into the updated database so all of this data can be queried and searched in one database.
  - c. Pull source information stored in AEIR Summary Excel spreadsheet into the database so future AEIR data can all be entered directly into the database.
  - d. Have a report and a query with emissions information that can be limited and sorted by source, pollutant, date, source classification code (SCC), standard industrial classification (SIC) code, NAICS Code, or any other applicable codes.
  - e. Generate a report of AEIR emission data totaled by facility and pollutant, with facilities grouped by owner. These are then placed on a publicly-accessible web site. ( <http://www.health.state.nd.us/AQ/EmissionInventory/2003%20AEIR.pdf> )
  - f. The system must have a report that shows AEIR emissions data by facility, source unit, and pollutant, and that is able to be limited and sorted by date (i.e. year), and by facility (e.g.: Cargill Corn Milling).
  - g. Have reports that total emissions data by pollutant or parameter that can be limited by pollutant, facility, permit type, NSPS and NESHAPS subparts, fuel combusted, and by date range specified.
  - h. Generate a query or report showing information on the Annual Compliance Reports required for Title V permitted facilities.
  - i. Flag sources that must have AEIR data reported to EPA, sources that must have AFS Data provided to EPA, and sources that must submit annual compliance reports, so a query can be run pulling up a list of each of these facilities.
  - j. Generate queries of data required to be submitted to EPA's AFS system, and also develop tools to export this required reporting data in a format where it can be electronically submitted to EPA. This includes: facility information; AFS Actions, which include inspections, Annual Compliance reports, stack testing CEMS/RATA and Formal Enforcement data; permit information which includes AIR program codes and pollutants. A summary of data required to be reported to AFS can be found at <http://www.epa.gov/compliance/data/systems/air/aboutafs.html>. This page also has a link to a document with the minimum data reporting requirements for AFS.
  - k. The system must be able to generate a report with the data elements required to be reported to EPA for point sources. (40 CFR Part 51, Subpart A, Appendix A, Table 2A). This data must be able to be exported in Flat File or XML format (as specified by AQPCP) so it can be electronically submitted to EPA.
  - l. Set up system so AFS and NEI data can be submitted to EPA through CDX using the department's network node.
  - m. Set up routines that can be run which will extract AEIR data from the database which must be reported to EPA's NEI Database. The data must be extracted in Flat File or XML format (as specified by the AQPCP) that is consistent with the NEI Schema, and can be submitted to EPA-CDX using the Environmental Health Section's network node.
  - N. For sources that must submit AEIR emissions data, generate transmittal letters and envelopes that are labeled with appropriate owner's name and address. Also prepare a list of the facilities for each owner and the forms that must be completed for each facility, along with copies of the appropriate forms. This must be printed out in a group so it can all be placed into the envelope and mailed without the need for additional sorting.
  - o. Generate and track appropriate fee for each permitted source. For those sources whose fee is based on emissions, the fee will be calculated based on the AEIR data reported. (<http://www.legis.nd.gov/information/acdata/html/..%5Cpdf%5C33-15-23.pdf>)
  - p. Generate letters and envelopes addressed to owners with a billing listing the

- appropriate fee for all of the sources they own.
- q. Generate warning letters to companies that are delinquent in paying fees.
- r. Track payment of fees by owner for each source.

## **7. Enforcement:**

Enforcement includes “informal enforcement actions” consisting of Letters of Apparent Noncompliance (LOAN), as well as “formal enforcement actions” such as Notice of Violation, Consent Agreements and compliance schedules

Minimum data to track in regard to Enforcement: Enforcement milestone dates including non compliance begin date, LOAN letter date, LOAN letter response date, Notice of Violation (NOV) date, NOV response date, consent agreement date, expected compliance date, and enforcement complete date. Other information to track includes: reason for non-compliance, non-compliance location, action taken and comments.

The system must be able to do the following:

- a. Provide functional, intuitive screens for entering and viewing enforcement information.
- b. Provide an enforcement summary that can be viewed from main facility page, which can be limited and sorted by program staff, date action due, status, type of action, action overdue, action to be completed and actions already completed.
- c. Track enforcement history at a facility.

## **8. Tickler:**

A tickler is a tool that allows program staff to see due dates for all types or reports or activity, and flags program staff when something is due for a facility they are assigned too. It also tracks the history of facilities meeting due dates. The reports or actions that are tracked are listed under many of the other areas such as permitting, inspection and reporting. It is repeated here to show the information that the tickler needs to track. The contractor and AQPCP staff can determine where the best place is to track this data.

Minimum data to track for tickler: Type of action and/or link to report or activity being tracked (report, response, enforcement, etc.), program staff assigned to source, description, date issued, date due, date received, completed, comments.

The system must be able to do the following:

- a. Provide functional, tools for entering tickler data and responding to tickler due dates. Also provide intuitive screens for viewing tickler information.
- b. Track specific report due dates for required reporting (i.e. track permits that have semi-annual or quarterly reports due and the due dates). These should be automatically entered into tracking tickler when these reports are entered in the permitting area.
- c. Tickler system should allow program staff to enter dates that need to be tracked, such as dates for response to LOAN letters, or response to inspection reports.
- d. The tickler must be able to be queried and sorted by: actions completed, actions not completed, program staff, and for any date range specified. The tickler should also be able to provide a manager’s overview that can show all items over due, or due very soon.
- e. Have an option where the tickler can put a task on a program staff person’s email so the email will pop up a notice on the due date.

## **C. SOFTWARE LICENSING REQUIREMENTS**

Any software developed under this contract shall be owned by the state of North Dakota, and source code shall be provided to the state. The program must be accessible to all AQPCP staff.

If a licensed software package is proposed, the licensing options must be provided, and the licensing requirements must be provided.

#### **D. COMPATIBILITY WITH TECHNOLOGY STANDARDS AND EXISTING TECHNOLOGY**

The database system must be compliant with the North Dakota Information Technology Department Technology standards. The system must be developed in Microsoft Access or Microsoft Visual Basic, or Microsoft.NET technology and the database system must be either Microsoft Access or Microsoft SQLServer. The AQPCP will make the final determination on development environment taking into consideration the recommendation of the contractor.

#### **E. INDUSTRY STANDARDS AND CERTIFICATION**

The database system must be compatible with all applicable Data Standards developed by the Environmental Data Standards Council (<http://www.envdatastandards.net/>). The database system must meet the minimum data requirements of the North Dakota Department of Health, Environmental Health Section (see attachment 6). The system must be consistent with EPA requirements for reporting National Emission Inventory information as found in latest US EPA NEI Input Format (NIF) Version 3.0 or greater. (<http://www.epa.gov/ttn/chief/nif/index.html>). The system must be consistent with EPA's AFS database system so AFS data that the AQPCP must report to the EPA-AFS system can be electronically submitted to EPA. A list of the EPA Minimum Data Requirements for reporting data to AFS can be found at the following web site. <http://www.epa.gov/compliance/resources/publications/data/systems/air/mdrshort.pdf>

#### **F. IT PROFESSIONAL SERVICES**

The services sought for this proposal include:

- 1.) IT Consulting Services to evaluate the Business Process of the AQPCP and evaluate tools to include in the database system that would be beneficial management and operation of the program;
- 2.) Project management, to manage the design and implementation of the database system within the program;
- 3.) Analyses and design of a database system that meets the business needs of the program;
- 4.) Application development to develop the database system that meets requirements of this RFP and meets the business needs of the program;
- 5.) Testing, in conjunction with program staff, of the developed database system;
- 6.) Training of program staff on the use of the system, including user training for program staff general users, and administrator training for the program database administrator(s);
- 7.) Full documentation of the system including a System Design Document, a technical specifications manual, user manuals for general users, and administrators manual for administrator;
- 8.) Data conversion of the existing data within the two program databases and uploading this data into the newly developed database system, as well as the retrieval of 2004 and 2005 emission data from excel spreadsheets and uploading that data into the database system; and
- 9.) Implementation of the fully developed system with legacy data migrated into the system from the existing databases, and bringing it into production within the AQPCP.

**State-Furnished Property/Services**

The AQPCP staff will be available to provide information for analyses and design of the system and for features and functions the system will need. The AQPCP will also provide staff for testing of the system, and provide feedback on the system testing.

The AQPCP will provide access to the current database systems, and any other data needed for evaluation and for data migration. The AQPCP will obtain and provide necessary server space (this includes file server, database server or web servers as needed), on the state IT network in a testing environment for testing of the developed application and in a production environment for final implementation of the developed database system.

**Contractor-Furnished Property**

The contractor must provide their own software and computers for the development of the system until they are deployed on the state network. Necessary transportation to the state for any meetings needed for evaluation, testing, training and implementation.

**Quality Assurance**

The AQPCP will monitor performance and evaluate compliance by measuring the work product with the design requirements of the system, and by evaluating the contractor's progress reports relative to the time schedule outlined in the contractor's work plan. Partial payments will be made at the following progress points:

- 1.) Work plan for development and implementation of the system;
- 2.) Design document for the database system,
- 3.) Training and training manuals of the system,
- 4.) Data migration of legacy data into database system,
- 5.) Implementation of fully functional system,
- 6.) Develop data flows that extract the NEI and AFS that must be reported to EPA,
- 7.) Final Documentation of the system, and
- 8.) 30 days of proper operation and use after installation of the fully functional system.

**Directives**

The contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible in the procurement or purchase of supplies, equipment and services.

Product(s) created or purchased under this contract belong to the Department and must be delivered or returned upon termination of this contract if these items were charged to and paid for by Department in the course of Contractor's performance of this contract. All software and related materials developed by Contractor in performance of this contract for the Department will be the sole property of the Department, and Contractor hereby assigns and transfers all its right, title, and interest therein to the Department. If Contractor incorporates any of Contractor's Software in any work product provided to the Department, Contractor agrees to provide written notice to the Department of its incorporation in the work product and to convey to the Department a non-exclusive, perpetual, cost-free license, and patent and copyright indemnity, for the software to use that software for its intended purpose. All other ownership rights to Contractor's software will remain with Contractor.

Contractor represents and warrants to the Department that neither Contractor, in connection with performing the services in performance of this contract, nor the completed product

delivered by Contractor, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Contractor further represents and warrants to the Department that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this contract or in delivery of the completed product. Contractor further represents and warrants to the Department that neither Contractor nor any other company or individual performing services pursuant to this contract is under any obligation to assign or give any work done under this contract to any third party.

The grant money used for this project expires in January of 2007. Therefore deliverables for this project must be completed by January 1, 2007.

#### **Technical Exhibits**

Attachment 7 contains screen shots of the current Air Quality database system, and of the AEIR database system used by the AQPCP.

#### **G. VALUE ADDED FEATURES**

The contractor is encouraged to include any value added features which would be of benefit to the AQPCP related to this project, and include the cost associated with the value added feature. These costs are to be broken out separately from the cost associated with the standard requirements of the RFP. The AQPCP will decide if any or all options will be included in the final contract with the selected contractor. Below is a list of items the AQPCP is interested in considering for this project.

Integration of the updated database system into the Environmental Health Section's Facility Profiler warehouse database system, and the cost associated with this enhancement.

Providing the capability within the updated database to either: 1.) enter CEMS required Reporting data received from permitted sources into the database and then extract it into the FoxPRO database format which is currently required by EPA for PC-CEMS, or 2.) extract CEMS Data entered into PC-CEMS FoxPro database and load it into the updated database system.

Implementation of the AFS data flow and NEI Data flow on the Environmental Health Section's Network Node, and the cost associated with this enhancement.

The contractor is encouraged to list any other value added features to this proposal that they believe the AQPCP may find advantageous, and the cost associated with each.

### **3.04 Product Support and Customer Service Requirements**

The contractor shall provide a description of any product support or customer service options that comes with this system or is available for the system.

#### **A. Base Warranty**

The contractor shall provide a description of any base warranty that comes with this system.

#### **B. Technical Support**

The contractor shall indicate any technical support that will be provided after development and costs associated with this support.

#### **C. Customer Service, Sales Support, Training**

The contractor shall identify training that will be provided to section staff for this application.

### **3.05 Prior Experience**

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are:

The contractor must have had previous experience in developing databases in Microsoft Access or Microsoft Visual Basic or Microsoft.NET and Microsoft SQLServer. Preference will be given to contractors who have prior experience with state or EPA environmental data systems, the National Environmental Data Standards Council Data Standards

(<http://www.envdatastandards.net>/air quality permitting data systems or air quality emission tracking data systems, EPA's AFS Data tracking system(<http://www.epa.gov/compliance/data/systems/air/afssystem.html>), EPA's NEI Data tracking system ([www.epa.gov/ttn/chief/net/index.html](http://www.epa.gov/ttn/chief/net/index.html)),and air quality permitting rules. Contractors shall provide references from entities for whom they have developed database systems.

### **3.06 Contract Schedule and Deliverables**

#### Deliverable 1. Work plan for development and implementation of the system

Description: The Contractor will evaluate the current databases and business processes of the Air Quality Permitting and Compliance Program (AQPCP) of the North Dakota Department (Department) of Health Environmental Health Section (EHS). The Contractor will then develop a detailed work plan which includes the following information: 1.) a time line showing the tasks to be completed, the anticipated time for these tasks and deadlines for deliverables, 2.) contractor's cost associated with each task, and 3.) time and resources that will be needed from AQPCP and program staff when developing and implementing the system.

The contractor will consider the design requirements of the system but is also encouraged to provide enhancements for the consideration of the AQPCP that will improve functionality of the system, and the program staffs ability to manage and operate the program and also to indicate the additional cost associated with these enhancements.

#### Deliverable 2 : System Design Document

Description: Contractor shall develop a system design document detailing the design and operation of the database system. 1.) a narrative description of the system, 2.) a description of all input data (such as type, range of expected values, and relationship to other data), 3.) a description and pictures of all screens, including sequence diagrams, 4.) Definitions and descriptions of all outputs and reports to be generated and the process for generating them; 5.) a description of all functions and features of the system and 6.) a table relationship diagram for the system.

#### Deliverable 3: On-Site Training and full user Manuals and administrator manuals

Description: The contractor shall provide all of the following: a minimum of 11 general user manuals in hard copy format and 1 in electronic copy format that can be duplicated; a minimum of 2 administrator manuals in hard copy format and 1 in electronic copy format that can be duplicated; a minimum of 4 hours of on site general user training for program staff covering the general use of the system; and a minimum of 4 hours of on site administrator training for database administrators covering the administration and maintenance of the system. The user and administrator manuals shall show screen shots and step by step instructions for the proper operation and maintenance of the system. On site training shall be at a location provided by the



AQPCP.

Deliverable 4: Migration of legacy data into database system

Description: The contractor shall upload all pertinent data from the current databases into the newly developed database system. This shall include facility, facility feature, permitting, inspection, enforcement, continuous emission monitor data, emissions and stack testing data from the original databases into the new database system. The contractor shall also upload the Annual Emission data for 2004 and 2005, that is summarized by facility on excel spreadsheets, into the new database system.

Deliverable 5 Implementation of fully functional system

Description: Contractor shall implement the fully functional system which meets the conditions identified in section 3 of the RFP on the state network infrastructure with appropriate security access for AQPCP staff to utilize the database system. To verify that the system is fully functional, the contractor shall provide for 2 rounds of testing of the developed application by AQPCP Program staff, so the staff can ensure the application meets the requirements of the RFP and is a functional and stable application.

Deliverable 6: Develop data flows for extracting required reporting data from the database so it can be submitted to EPA.

Description: The contractor shall develop data flows that extract the data that the AQPCP must report to EPA for the required NEI and AFS reporting requirements. NEI and AFS data must be extracted from the system in the format specified by the AQPCP so that the data can be submitted to EPA. The format will be either XML format that is consistent with the appropriate NEI and AFS Schemas, or flat file format.

Deliverable 7: Final Documentation

Description: The Contractor shall apply any updates to the system documentation based on modifications identified during the testing and implementation of the system. A technical specifications manual for the system shall also be included and shall detail 1.) The hardware and software requirements of the system, 2.) performance specifications 3.) deployment guide for the system, and 4.) descriptions of any constraints, dependencies and limitations of the system;

All of the deliverables shall be completed and provided to the AQPCP by January 1, 2007.

### **3.07 Location of Work**

The State will not provide workspace for the contractor, other than space for on-site meetings, training and testing. Space for meetings, training and testing shall be coordinated and agreed to by the state and contractor prior to the time needed.

The contractor should include in its price proposal: transportation, lodging, and per diem costs sufficient to pay for the number of person(s) and the number of trip(s) needed for travel to Bismarck North Dakota for analyses, design, development and implementation of the database system. Travel to other locations will not be required.

### **3.08 Federal Requirements**

Contractor must meet all applicable federal state and local requirements. This includes taking all necessary affirmative steps to assure that minority firms, women's business enterprises and

labor surplus area firms are used when possible in the procurement or purchase of supplies, equipment and services in relation to this contract.

## **SECTION FOUR - GENERAL CONTRACT INFORMATION**

### **4.01 Contract Term, Extension and Renewal Options**

The State intends to enter into a contract with an effective date beginning March 1, 2006 and ending December 30, 2006.

#### **Extension Option**

The State reserves the right to extend the contract period for an additional period of time, not to exceed six (6) months, beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

### **4.02 Contract Type**

This contract is a Firm Fixed Price contract.

### **4.03 Standard Contract Provisions**

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment 2). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

### **4.04 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **4.05 Additional Terms and Conditions**

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **4.06 Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be

considered null and void.

#### **4.07 Contract Approval**

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency signs the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

#### **4.08 Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

#### **4.09 Indemnification and Insurance Requirements**

Offerors must review the attached Service Contract for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

#### **4.10 Taxes and Taxpayer Identification**

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other

political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at <http://www.nd.gov/tax/> for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

#### **4.11 Proposed Payment Procedures**

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report has been received and the project director has approved the invoice.

The State will not make any advanced payments before performance by the contractor under this contract.

#### **4.12 Contract Funding**

Payment for the contract is subject to funds already appropriated and identified.

#### **4.13 Payment Terms**

No payment will be made until the purchasing agency approves the contract.

Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

Prompt Payment Discount Terms offered by the contractor may be taken by the purchasing agency if payment is made within the specified terms.

#### **4.14 Contract Personnel**

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

#### **4.15 Right to Inspect Place of Business**

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

#### **4.16 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish the intent of the contract deliverables; the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

#### **4.17 Termination for Default**

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

#### **4.18 Open Records Laws - Confidentiality**

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

#### **4.19 Work Product, Equipment, and Material**

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

#### **4.20 Independent Entity**

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

#### **4.21 Assignment**

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

#### **4.22 Disputes - Applicable Law and Venue**

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

#### **4.23 Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or project manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location will be negotiated between the purchasing agency and contractor.

## SECTION FIVE - EVALUATION CRITERIA AND CONTRACTOR SELECTION

### THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

#### 5.01 Information Technology Solution

Thirty Percent (30%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below.

[a] How well does the proposed product and/or service meet the functional requirements?

[b] Evaluate if the proposed solution will be intuitive and not overly complicated?

[c] Evaluation of the software licensing options available to the State?

[d] Evaluation of software maintenance options available to the State?

[e] Is the proposed product and/or service compatible with the State's technology standards, and/or will it interface with existing technology if required?

[f] Does the proposed product and/or service meet applicable industry standards and required certifications?

[g] Evaluate the offeror's response to the IT professional services requirements. Has the offer proposed services that align with the requirements and demonstrate a good understanding of the scope required for this project?

[h] Has the offeror offered any value-added functionality, products, services, or upgrades as part of the proposal that demonstrate added value?

#### 5.02 Product Support and Customer Service

Five (5%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below.

##### **Product Support:**

[a] Evaluation of the base warranty included with the contract and other warranty options?

[b] Evaluation of the technical support services included with the contract and other technical support options?

##### **Customer Service, Sales Support, and Training:**

[c] Evaluate the offeror's proposed account representation in support of this contract?

[d] How well has the offeror identified its plan for handling customer inquiries and response time to inquiries?

[e] Evaluation of the proposed sales support and customer relationship services and strategies offered?

[f] If the contract has reporting requirements, has the offeror demonstrated in its proposal the capability and willingness to provide those reports?

[g] Evaluation of the proposed training services?



### **5.03 Experience , Qualifications, and Financial Strength**

Twenty Five Percent (25%) of the total possible points will be assigned to this criterion.

If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums.

Proposals will be evaluated against the questions set out below.

#### **Questions regarding the personnel:**

[a] Do the individuals assigned to the project have experience on similar projects?

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

[d] Do the individuals have experience with databases for tracking environmental permitting activities or tracking environmental emissions for example from EPA or other states?

[e] Do the individuals have past experience with database systems from environmental regulatory programs?

[f] Do the individuals have past experience working with, or familiarity with air quality regulations that apply to air emission sources.

#### **Questions regarding the firm:**

[e] Has the firm demonstrated experience in completing similar projects on time and within budget?

[f] How successful is the general history of the firm regarding timely and successful completion of projects?

[g] If references were required, did the references provide information to verify the satisfactory performance of the vendor?

[h] Has the firm provided letters of reference from previous clients?

[i] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

[j] If company financial statements were required, does the firm appear to be financially stable?

### **5.04 Contract Cost**

Forty Percent (40%) of the total possible evaluation points will be assigned to cost. Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

### **5.05 Interviews**

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award may be requested to attend an Interview to discuss the proposed solution with the evaluation committee. The offerors will be contacted to set up the time for the interviews Shortly after January 24, 2006. All interviews will be in Bismarck North Dakota at an agreed upon location. Offerors will be responsible for all costs associated with attending the interview.

#### **5.06 Site Inspection Of Offeror's Facility**

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

## **SECTION SIX - PROPOSAL FORMAT AND CONTENT**

### **6.01 Proposal Format and Content**

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### **6.02 Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **6.03 Information Technology Solution**

Offerors must provide a comprehensive response to the Information Technology Solution specified in Section 3.03. Responses must be in the same sequence as they appear in Section 3.03. Offerors must provide supporting narrative and documentation when required in response to the requirements of this section. While offerors do not need to respond to every bullet in section 3.03 B, they must indicate that all the bulleted items will be met in the narrative discuss how this is proposed to be done.

### **6.04 Product Support and Customer Service**

Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 3.04. Responses must be in the same in the same sequence as they appear in Section 3.04. Offerors must provide supporting narrative and documentation when required in response to the product support requirements.

### **6.05 Experience and Qualifications**

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and

(d) the number of estimated hours for each individual named above.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Offerors must provide two (2) reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

## **6.06 Financial Requirements**

- A.** The offeror shall provide financial information in such a manner that a determination about the stability and financial strength of the organization can be reasonably formulated. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, audited financial statements for the most recent 3 years, and other information which is relevant to this RFP. A current Dun and Bradstreet Report would fulfill this requirement. An Annual Report can be used as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise.
- B.** Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the offeror's organization; or certify that no such condition is known to exist.
- C.** A confidentiality statement may be included if this portion is considered non-public information. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.

## **6.07 Cost Proposal**

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

Offerors must complete cost proposal attached to this RFP (see Attachment 3) or prepare a cost proposal following the same format.

## **6.08 Required Enclosures**

Offerors must provide all documents, samples, or other information specifically required in this RFP.

- Proposal that meets requirements of RFP and details how the offerer plans to meet the requirements requested in the RFP, along with a cost schedule.
- References from at least 2 other entities that the offerer has performed work for
- Resume for each person that will be working on the project as well as the work they will perform and the estimated time they will spend on the project.
- Information about the company financial status as specified in section 6.06

## **SECTION SEVEN - STANDARD PROPOSAL INFORMATION**

### **7.01 Authorized Signature**

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

### **7.02 State Not Responsible for Preparation Costs**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **7.03 Conflict of Interest**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

### **7.04 Offeror's Certification**

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

### **7.05 Offer Held firm**

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event award is not made within 90 days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

### **7.06 Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

### **7.07 Alternate Proposals**

Offerors may submit more than one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be rejected.

### **7.08 Subcontractors**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

### **7.09 Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

### **7.10 Disclosure of Proposal Contents and Compliance State's Open Records Laws**

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in

accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

## **7.11 Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

## **7.12 Right of Rejection**

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

## **7.13 Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify

uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

#### **7.14 Discussions and Best and Final Offers**

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

#### **7.15 Preference Laws**

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident offeror. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website:

[http://egov.oregon.gov/das/pfss/spo/reciprocal\\_detail.shtml](http://egov.oregon.gov/das/pfss/spo/reciprocal_detail.shtml) or contact the North Dakota State Procurement Office at 701-328-2683.

#### **7.16 Contract Negotiation**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held:

North Dakota Department of Health  
Environmental Training Center  
2639 East Main  
Bismarck, ND  
Or

At another agreed upon location in Bismarck, ND. If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.



## **7.17 Failure to Negotiate**

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

## **7.18 Notice of Intent to Award - Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award to all offerors that responded to this Request for Proposal. The Notice of Intent to Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

## **7.19 Protest and Appeal**

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

## **SECTION EIGHT - ATTACHMENTS**

### **8.01 Attachments**

#### **Attachments**

1. Proposal Evaluation Form
2. Contract Form
3. Cost Proposal Format
4. Sample Notice of Award
5. Offeror Checklist
6. Data requirements of the North Dakota Department of Health, Environmental Health Section
7. Screen Shots of current AQPCP Permitting and Compliance Database and NEI Database.

## ATTACHMENT 1 PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

### INSTRUCTIONS FOR EVALUATORS

Each evaluation criterion has been assigned a specific number of points. The questions under each evaluated area help you measure the quality of the offeror's response. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

### RATING SCALE FOR ASSESSING VENDOR RESPONSES

This rating scale is intended to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. You may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. If a specific criterion would only yield a yes or no response (e.g., offeror can submit an electronic report in required format by noon Friday), the evaluator should award either the maximum points or a zero.

For Example: "Experience and Qualifications" is an evaluation criteria receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, a maximum of 20 points can be awarded. The rating scale would be:

Rating Scale ( <b>20 POINT</b> Maximum)	
Point Value	Explanation
<b>0</b>	None. Not addressed or response of no value
<b>1-5</b>	Fair. Limited applicability
<b>6-10</b>	Good. Some applicability
<b>11-15</b>	Very Good. Substantial applicability
<b>16-20</b>	Excellent. Total applicability

### COST PROPOSAL

If offerors were required to place cost proposals in a separate sealed envelope, do not open the cost proposal until the technical proposals have been evaluated.

Not all members of the evaluation need to evaluate the cost proposal. The cost proposals may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2683 for assistance in applying preference laws.

## EVALUATION CRITERIA AND SCORING

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

Date of Review \_\_\_\_\_

RFP Title/Number \_\_\_\_\_

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

### 7.01

#### Information Technology Solution

Weight 30 Percent. Maximum Point Value for this Section

100 Points x 30 Percent = 30 Points

Rating Scale (30 Point Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-7	Fair. Limited applicability
8-15	Good. Some applicability
16-23	Very Good. Substantial applicability
24-30	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How well does the proposed product and/or service meet the functional requirements?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[b] Evaluation of the software licensing options available to the State?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[c] Evaluation of software maintenance options available to the State?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[d] Is the proposed product and/or service compatible with the State's technology standards, and/or will it interface with existing technology if required?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[e] Does the proposed product and/or service meet applicable industry standards and required certifications?

EVALUATOR'S NOTES \_\_\_\_\_

[f] Evaluate the offeror's response to the IT professional services requirements. Has the offer proposed services that align with the requirements and demonstrate a good understanding of the scope required for this project?

EVALUATOR'S NOTES \_\_\_\_\_

[g] Has the offeror offered any value-added functionality, products, services, or upgrades as part of the proposal that demonstrate added value?

EVALUATOR'S NOTES \_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.01** \_\_\_\_\_

## **7.02**

### **Product Support and Customer Service**

Weight 5 Percent. Maximum Point Value for this Section  
100 Points x 5 Percent = 5 Points

Rating Scale ( <b>45 POINT</b> Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1	Fair. Limited applicability
2-3	Good. Some applicability
4	Very Good. Substantial applicability
5	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

#### **Product Support:**

[a] Evaluation of the base warranty included with the contract and other warranty options?

EVALUATOR'S NOTES \_\_\_\_\_

[b] Evaluate if the proposed solution will be intuitive and not overly complicated?

EVALUATOR'S NOTES \_\_\_\_\_

[c] Evaluation of the technical support services included with the contract and other technical support options?

EVALUATOR'S NOTES \_\_\_\_\_

**Customer Service, Sales Support, and Training:**

[d] Evaluate the offeror's proposed account representation in support of this contract?

EVALUATOR'S NOTES \_\_\_\_\_

[e] How well has the offeror identified its plan for handling customer inquiries and response time to inquiries?

EVALUATOR'S NOTES \_\_\_\_\_

[f] Evaluation of the proposed sales support and customer relationship services and strategies offered?

EVALUATOR'S NOTES \_\_\_\_\_

[g] If the contract has reporting requirements, has the offeror demonstrated in its proposal the capability and willingness to provide those reports?

EVALUATOR'S NOTES \_\_\_\_\_

[h] Evaluation of the proposed training services?

EVALUATOR'S NOTES \_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.02** \_\_\_\_\_

**7.03**

**Experience, Qualifications, and Financial Strength**

Weight 25 Percent. Maximum Point Value for this Section

100 Points x 25 Percent = 25 Points

Rating Scale (25 Point Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-8	Good. Some applicability
9-12	Very Good. Substantial applicability
13-15	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

**Questions regarding the personnel:**

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES \_\_\_\_\_

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES \_\_\_\_\_

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES \_\_\_\_\_

[d] Do the individuals have experience with databases for tracking environmental permitting activities or tracking environmental emissions for example from EPA or other states?

EVALUATOR'S NOTES \_\_\_\_\_

[e] Do the individuals have past experience with database systems from environmental regulatory programs?

EVALUATOR'S NOTES \_\_\_\_\_

[f] Do the individuals have past experience working with, or familiarity with air quality regulations that apply to air emission sources.

EVALUATOR'S NOTES \_\_\_\_\_

**Questions regarding the firm:**

[g] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES \_\_\_\_\_

[h] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES \_\_\_\_\_

[i] If references were required, did the references provide information to verify the satisfactory performance of the vendor?

EVALUATOR'S NOTES \_\_\_\_\_

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[j] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES \_\_\_\_\_

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[k] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES \_\_\_\_\_

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[l] If company financial statements were required, does the firm appear to be financially stable?

EVALUATOR'S NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 7.03** \_\_\_\_\_

#### **7.04**

##### **Contract Cost**

Weight *40 Percent*. Maximum Point Value for this Section

100 Points x *40 Percent* = *40 Points*

##### **Applying Preference Laws**

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws ( N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See <http://www.state.nd.us/csd/spo/resources.html> for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

##### **Converting Cost to Points**

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

#### **COST PROPOSAL EVALUATION**

**EVALUATOR'S POINT TOTAL FOR 7.04** \_\_\_\_\_



**NOTES:**

## Request for Proposal

### Evaluation Summary

Name of RFP:		
RFP Number		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum <b>60 Points</b> )	Maximum Points by Category	Score
1. Information Technology Solution	30	
2. Product Support and Customer Service	5	
3. Experience, Qualifications, and Financial Strength	25	
Cost Evaluation (Maximum 40 Points)		
1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: <a href="http://www.state.nd.us/csd/spo/resources.html">http://www.state.nd.us/csd/spo/resources.html</a>		
2. Calculated points awarded for price.  <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 40 points = Awarded Points		
8. Cost	40	
Total		

**Request for Proposal  
Evaluation Totals**

Name of RFP:						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	60 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Information Technology Solution	30					
2. Product Support and Customer Service	5					
3. Experience, Qualifications, and Financial Strength	25					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores.				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (60 POINT MAXIMUM).				
Cost Propose Score		Note: (40 POINT MAXIMUM)				
TOTAL						

**ATTACHMENT 2**  
**SERVICE CONTRACT**

<b>PSA No. DRAFT</b>		North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200	
<b>Budget Period</b> From: March 1, 2006	Through: December 30, 2006	<b>Purchase of Service Agreement</b>	
<b>Title of Project/Program:</b> Air Quality Database Update		<b>Health Dept. Grant Code:</b> H095	
<b>Contractor Name and Address:</b>  Contact Name: Telephone:		<b>North Dakota Department of Health Program Director:</b> Gary Haberstroh, EHS Project Manager Environmental Chief's Office PO Box 5520 Bismarck, ND 58506-5520 Telephone: 701.328.5206	
<b>Financial Information</b> Amount of Financial Assistance*	<b>Health Dept. Share</b> \$???	<b>Contractor Share Required</b> \$0	<b>Total Project Costs</b> \$???
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded to Date*	\$???	\$0	\$???
All contract payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.			
<b>Scope of Service:</b> Contractor will develop an updated database tracking system for the Air Quality Permitting and Compliance Program as per Attachment A.			
<b>Reporting Requirements:</b> Expenditure reports for the period ending June 30, 2006 must be received by July 15, 2006. Expenditure report for the period ending December 31, 2006 must be received by January 30, 2007.			
<b>Special Conditions:</b> The contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible in the procurement or purchase of supplies, equipment and services. Product(s) created or purchased under this contract belong to the Department and must be delivered or returned upon termination of this contract if these items were charged to and paid for by Department in the course of Contractor's performance of this contract. All software and related materials developed by Contractor in performance of this contract for the Department will be the sole property of the Department, and Contractor hereby assigns and transfers all its right, title, and interest therein to the Department. If Contractor incorporates any of Contractor's Software in any work product provided to the Department, Contractor agrees to provide written notice to the Department of its incorporation in the work product and to convey to the Department a non-exclusive, perpetual, cost-free license, and patent and copyright indemnity, for the software to use that software for its intended purpose. All other ownership rights to Contractor's software will remain with Contractor. Contractor represents and warrants to the Department that neither Contractor, in connection with performing the services in performance of this contract, nor the completed product delivered by Contractor, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Contractor further represents and warrants to the Department that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this contract or in delivery of the completed product. Contractor further represents and warrants to the Department that neither Contractor nor any other company or individual performing services pursuant to this contract is under any obligation to assign or give any work done under this contract to any third party. Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Agreement, the documents must control in this order of precedence: First – the terms of this Agreement, as may be amended; Second – Attachment A: Scope of Service; Third – Attachment B the RFP.			
<b>Remarks:</b> This award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements for Purchase of Service issued by ND Dept. of Health signed by Contractor      (2) applicable Federal and State regulations This contract is not effective until fully executed by both parties.			
<b>Evidence of Contractor's Acceptance</b>		<b>Evidence of Departmental Acceptance</b>	
Signature	Date	Signature	Date
<b>Typed Name and Title of Authorized Representative</b>		<b>Typed Name and Title of Authorized Representative</b> Arvy Smith, Deputy State Health Officer	
Signature	Date	Signature	Date
<b>Typed Name and Title of Authorized Representative</b>		<b>Typed Name and Title of Authorized Representative</b> L. David Glatt, Section Chief Environmental Health Section	

REQUIREMENTS FOR PURCHASE OF SERVICE AGREEMENT NUMBER PSA #?????  
ISSUED BY THE DEPARTMENT OF HEALTH TO

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, Zip code

- I. Confidentiality: Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without the express written consent of the Department of Health, unless that disclosure is expressly authorized by the Purchase of Service Agreement, or expressly authorized by North Dakota or Federal law. The duty to maintain confidentiality continues beyond the term of the Purchase of Service Agreement or any extensions or renewals of the Purchase of Service Agreement.
- II. Evaluation: The Department of Health shall, throughout the effective dates on the Purchase of Service Agreement, conduct an ongoing evaluation of the Contractor's performance in carrying out the Scope of Service as stated in the Purchase of Service Agreement. Compliance with Requirements for Purchase of Service Agreement will also be monitored. Such evaluation may include, but not be limited to, periodic site visits by Department of Health representatives to review progress made by the Contractor in accomplishing stated goals/objectives.
- III. Merger and Modification: The Purchase of Service Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified in the Purchase of Service Agreement. The Purchase of Service Agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.
- IV. Authority to Contract: The Contractor shall not have authority to contract for or on behalf of, or incur obligations on behalf of the Department of Health.
- V. Subcontracts: Any subcontracts issued by the Contractor shall contain as a minimum the same requirements as included in the Notice of Purchase of Service Agreement and the Requirements for Purchase of Service Agreement.
- VI. Indemnity Required for Private Entity: Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of the Purchase of Service Agreement, except for claims resulting from or arising out of the State's sole negligence. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of the Purchase of Service Agreement.

Indemnity Required for State/Political Subdivisions: Department of Health and Contractor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of the Purchase of Service Agreement.

VII. Independent Contractor: It is agreed by the parties hereto that the Contractor in performing the duties under the Purchase of Service Agreement is functioning as an independent Contractor and the arrangements between the parties hereto in no way shall be construed as giving rise to an employer/employee relationship.

VIII. Insurance: Contractor shall secure and keep in force during the term of the Purchase of Service Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and, 3) workers' compensation insurance covering any and all claims of any nature which may in any manner arise out of or result from the Purchase of Service Agreement. The minimum limits of insurance coverage required are:

<u>Political Subdivisions:</u>	<u>Commercial general and automobile liability</u>
	\$250,000 per person
	\$500,000 per occurrence
	Statutory limits for workers' compensation

<u>Private Entity:</u>	<u>Commercial general and automobile liability</u>
	\$250,000 per person
	\$1,000,000 per occurrence
	Statutory limits for workers compensation. In addition, an "all states endorsement" covering claims outside the state of North Dakota if any of the services provided under the Purchase of Service Agreement involve work outside the state of North Dakota.

<u>State Agency:</u>	<u>Commercial general liability</u>
	\$250,000 per person
	\$1,000,000 per occurrence

IX. Copyright: The Department of Health maintains the right to copy or reproduce any materials created or produced as part of the Scope of Services of the Purchase of Service Agreement.

X. Record Maintenance and Ownerships: All reports, interim and/or final outputs, slides, tapes and other data or information developed pursuant to the Purchase of Service Agreement shall become the mutual property of the parties to the Purchase of Service Agreement, without restriction or limitation upon their uses. Client records shall be maintained in accordance with the Privacy Act of 1974 (Public Law 93-579), Freedom of Information Act, and the Health Insurance Portability and Accountability Act of 1996(HIPAA).

XI. Record Retention: The Contractor hereby agrees to maintain financial records, supporting documents, statistical records, and other pertinent records for a period of at least three (3) years from the annual or final report of expenditures or until audit is completed and findings resolved. Contractor further agrees that all such records may be examined by the North Dakota State Auditor or the Auditor's designee.

- XII. Termination of Purchase of Service Agreement: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the Purchase of Service Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations to these requirements the Department of Health shall thereupon have the right to terminate the Purchase of Service Agreement by giving written notice to the Contractor of such termination and specifying the effective date of such termination.

The Purchase of Service Agreement may be cancelled or terminated by mutual consent, by default, or by conditions beyond the control of either party. The party desiring to terminate or cancel must give written notice of its intention (15) fifteen days prior to the date of cancellation setting forth the reasons and conditions of said termination. In case of termination (partial or complete), payments to the Contractor or recovery of funds by the Department of Health shall be in accordance with the legal rights and liabilities of both parties

The Department of Health may also terminate the Purchase of Service Agreement if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for funding of the grant, this determination to be made in the sole discretion of the Department of Health. The Purchase of Service Agreement may be modified by agreement of the parties in writing to accommodate a reduction in funds.

The Purchase of Service Agreement may also be terminated by the Department of Health, in its sole discretion, if federal or state laws or rules are modified or interpreted in such a way that the grant or the services or items to be obtained as a result of the grant are no longer eligible for the funding that has been proposed for this grant, or if any license, permit, or certificate required by law, rule or the terms of this contract to be possessed or obtained by the Contractor is for any reason denied, revoked or not renewed.

In the event, all finished or unfinished documents, data, and reports prepared by the Contractor shall, at the option of the Department of Health, become the property of the Department of Health and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

- XIII. Special Conditions: The Contractor shall meet all other applicable special conditions as specified in the Purchase of Service Agreement.
- XIV. Applicable Law: The Purchase of Service Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any dispute resulting in an action to enforce the Purchase of Service Agreement must be brought in the District Court of Burleigh County, North Dakota.
- XV. Severability: If any term of the Purchase of Service Agreement is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms shall not be affected.
- XVI. Assignments: Contractor may not assign or otherwise transfer or delegate any right or duty without the Department of Health's express written consent. Contractor may subcontract grant funds under the terms of the grant and applicable laws, as specified in paragraph V.
- XVII. Notices: All notices or other communication required under the Purchase of Service Agreement shall be given by United States mail and are complete on the date received when addressed to the parties at the addresses contained on the Purchase of Service Agreement.
- XVIII. Open Records Law: Contractor understands that, except for disclosures prohibited by Paragraph I and the duties contained in Paragraph X, the Department of Health must disclose to the public



upon request any records it receives from the Contractor. Contractor further understands that any records it generates or obtains under this contract, except as specified in Paragraphs I and X, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Contractor agrees to contact the Department of Health by phone upon receiving a request for information under the open records law and to comply with the Department's instructions on how to respond to the request.

**APPROVED:**

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Name of Contractor

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Signature

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Title

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Date

---

Employer Identification Number

## Attachment A Scope of service

### **Deliverable 1. Work plan for development and implementation of the system**

Description: The Contractor will evaluate the current databases and business processes of the Air Quality Permitting and Compliance Program (AQPCP) of the North Dakota Department (Department) of Health Environmental Health Section (EHS). The Contractor will then develop a detailed work plan which includes the following information: 1.) a time line showing the tasks to be completed, the anticipated time for these tasks and deadlines for deliverables, 2.) contractor's cost associated with each task, and 3.) time and resources that will be needed from AQPCP and program staff when developing and implementing the system.

The contractor will consider the design requirements of the system but is also encouraged to provide enhancements for the consideration of the AQPCP that will improve functionality of the system, and the program staffs ability to manage and operate the program and also to indicate the additional cost associated with these enhancements.

Acceptance: Upon receipt of the work plan from the contractor, the AQPCP will have 10 (ten) working days in which to accept or reject the plan in writing. If the AQPCP rejects it, the AQPCP will specify in writing its grounds for rejection and contractor shall use its best efforts to revise the design to make it acceptable to the AQPCP within the following 10 (ten) working days. If the AQPCP rejects the work plan a second time, AQPCP will have the option of repeating the procedure as described in this acceptance statement above, or terminating this agreement upon written notice to contractor.

### **Deliverable 2 : System Design Document**

Description: Contractor shall develop a system design document detailing the design and operation of the database system. 1.) a narrative description of the system, 2.) a description of all input data (such as type, range of expected values, and relationship to other data), 3.) a description and pictures of all screens, including sequence diagrams, 4.) Definitions and descriptions of all outputs and reports to be generated and the process for generating them; 5.) a description of all functions and features of the system and 6.) a table relationship diagram for the system.

Acceptance: Upon receipt of the System Design Document from the contractor, the AQPCP will have 10 (ten) working days in which to accept or reject the system design document in writing. If the AQPCP rejects it, the AQPCP will specify in writing its grounds for rejection and contractor shall use its best efforts to revise the document to make it acceptable to the AQPCP within the following 10 (ten) working days. If AQPCP rejects system design document a second time, AQPCP will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to contractor.

### **Deliverable 3: On-Site Training and full user Manuals and administrator manuals**

Description: The contractor shall provide all of the following: a minimum of 11 general user manuals in hard copy format and 1 in electronic copy format that can be duplicated; a minimum of 2 administrator manuals in hard copy format and 1 in electronic copy format that can be duplicated; a minimum of 4 hours of on site general user training for program staff covering the general use of the system; and a minimum of 4 hours of on site administrator training for database administrators covering the administration and maintenance of the system. The user and administrator manuals shall show screen shots and step by step instructions for the proper

operation and maintenance of the system. On site training shall be at a location provided by the AQPCP.

Acceptance: Upon receipt of the user manuals and administrator manuals from the contractor, and after the training, the AQPCP will have 10 (ten) working days in which to accept or reject the training manuals in writing and accept or reject in writing that the 6 hours of on site training has been completed. If the AQPCP rejects these items, the AQPCP will specify in writing its grounds for rejection and contractor shall use its best efforts to revise the training manual or the on-site training to make it acceptable to the AQPCP within the following 10 (ten) working days. If AQPCP rejects the training manual or on-site training a second time, AQPCP will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to contractor.

#### **Deliverable 4: Migration of legacy data into database system**

Description: The contractor shall upload all pertinent data from the current databases into the newly developed database system. This shall include facility, facility feature, permitting, inspection, enforcement, continuous emission monitor data, emissions and stack testing data from the original databases into the new database system. The contractor shall also upload the Annual Emission data for 2004 and 2005, that is summarized by facility on excel spreadsheets, into the new database system.

Acceptance: Upon receipt of the uploaded data, the AQPCP will have 15 (fifteen) working days in which to evaluate the uploaded data and to accept or reject the uploaded data in writing. If the AQPCP rejects the uploaded data, the AQPCP will specify in writing its grounds for rejection and contractor shall use its best efforts to revise the uploaded data to make it acceptable to the AQPCP within the following 10 (ten) working days. If the AQPCP rejects the uploaded data a second time, the AQPCP will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to contractor.

#### **Deliverable 5 Implementation of fully functional system**

Description: Contractor shall implement the fully functional system, which meets the conditions identified in section 3 of the RFP, on the state network infrastructure with appropriate security access for AQPCP staff to utilize the database system. To verify that the system is fully functional, the contractor shall provide for 2 rounds of testing of the developed application by AQPCP Program staff, so the staff can ensure the application meets the requirements of the RFP and is a functional and stable application.

Acceptance: After the installation of the fully functional database system on the state network, the AQPCP will have 15 (fifteen) working days in which to accept or reject the database system in writing. If the AQPCP rejects it, the AQPCP will specify in writing its grounds for rejection and contractor shall use its best efforts to make it acceptable to the AQPCP within the following 10 (ten) working days. If the AQPCP rejects the database system a second time, the AQPCP will have the option of repeating the procedure as described in this acceptance statement above, or terminating this agreement upon written notice to contractor.

#### **Deliverable 6: Develop data flows for extracting required reporting data from the database so it can be submitted to EPA.**

Description: The contractor shall develop data flows that extract the data that the AQPCP must

report to EPA for the required NEI and AFS reporting requirements. NEI and AFS data must be extracted from the system in the format specified by the AQPCP so that the data can be submitted to EPA. The format will be either XML format that is consistent with the appropriate NEI and AFS Schemas, or flat file format.

Acceptance: After the data flows are developed, the AQPCP will have 15 (fifteen) working days in which to accept or reject the data flows in writing. If the AQPCP rejects them, the AQPCP will specify in writing its grounds for rejection and contractor shall use its best efforts to make the data flows acceptable to the AQPCP within the following 10 (ten) working days. If the AQPCP rejects the data flows a second time, the AQPCP will have the option of repeating the procedure as described in this acceptance statement above, or terminating this agreement upon written notice to contractor.

#### **Deliverable 7: Final Documentation**

Description: The Contractor shall apply any updates to the system documentation based on modifications identified during the testing and implementation of the system. A technical specifications manual for the system shall also be included and shall detail 1.) The hardware and software requirements of the system, 2.) performance specifications 3.) deployment guide for the system, and 4.) descriptions of any constraints, dependencies and limitations of the system;

Acceptance: Upon delivery of the final system documentation by the contractor, the AQPCP will have 10 (ten) working days in which to accept or reject that the final system documentation. If the AQPCP rejects these items, the AQPCP will specify in writing its grounds for rejection and contractor shall use its best efforts to revise the final system documentation to make it acceptable to the AQPCP within the following 10 (ten) working days. If AQPCP rejects the final system documentation a second time, AQPCP will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to contractor.

#### **Deliverable 8. 30 days of proper operation**

Description: 30 days of proper operation and use of the fully functional system

Acceptance: Upon 30 days of proper operation and use of the fully functional system, the AQPCP will provide final payment.

**Cost Sheet:**

**Costs listed below must be inclusive of all costs necessary to implement the proposed solution.**

<b>Product or Service Description</b>	<b>Cost</b>	<b>% of total cost</b>	<b>Sum Total</b>
Deliverable 1. Work plan for development and implementation of the system		10%	
Deliverable 2. Design document for the database system,		15%	
Deliverable 3. Training and training manuals of the system,		10%	
Deliverable 4. Data migration of legacy data into database system		10%	
Deliverable 5. Implementation of fully functional system,		30%	
Deliverable 6. Develop data flows that extract the NEI and AFS that must be reported to EPA		10%	
Deliverable 7. Final Documentation of the system		5%	
Deliverable 8. 30 days of proper operation and use after installation of the fully functional system		10%	
Other costs (specify)			

All of the deliverables shall be completed and provided to the AQPCP by January 1, 2007.

# **ATTACHMENT 3** **COST PROPOSAL FORMAT**

***Sample Cost Sheet:***

**Costs listed below must be inclusive of all costs necessary to implement the proposed solution. The contract will use the cost sheet below with negotiated cost for each deliverable.**

Product or Service Description	Cost	% of total cost	Sum Total
<b>Deliverable 1. Work plan for development and implementation of the system</b>		<b>10%</b>	
<b>Deliverable 2. Design document for the database system,</b>		<b>15%</b>	
<b>Deliverable 3. Training and training manuals of the system,</b>		<b>10%</b>	
<b>Deliverable 4. Data migration of legacy data into database system</b>		<b>10%</b>	
<b>Deliverable 5. Implementation of fully functional system,</b>		<b>30%</b>	
<b>Deliverable 6. Develop data flows that extract the NEI and AFS that must be reported to EPA</b>		<b>10%</b>	
<b>Deliverable 7. Final Documentation of the system</b>		<b>5%</b>	
<b>Deliverable 8. 30 days of proper operation and use after installation of the fully functional system</b>		<b>10%</b>	
Other costs (specify)			

List any applicable prompt payment discount terms.

**ATTACHMENT 4  
NOTICE OF INTENT TO AWARD**

**STATE OF NORTH DAKOTA  
AGENCY OR INSTITUTION NAME  
ADDRESS  
CITY, STATE, ZIP  
TELEPHONE AND FAX NUMBER**

**DATE**

**NOTICE OF INTENT TO AWARD**

Request for Proposal (RFP) NUMBER 301-05-001 AND TITLE Air Quality Database Update was issued by the Air Quality Division of the North Dakota Department of Health, Environmental Health Section on December 12, 2005.

The following vendors submitted proposals in response to the RFP:

***LIST NAMES AND ADDRESSES OF ALL OFFERORS THAT SUBMITTED  
PROPOSALS OR INCLUDE AS AN ATTACHMENT.***

A committee evaluated the proposals based upon the criteria stated in the RFP to select the offeror that submitted the most advantageous proposal. We announce our intent to award a contract to ***NAME OF SUCCESSFUL OFFEROR.***

The successful offeror is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

An offeror may protest this Notice of Intent to Award by submitting a written protest to the procurement officer within seven calendar days after the date of this notice.

On behalf of the Air Quality Division of the North Dakota Department of Health, Environmental Health Section, thank you for your efforts in preparing a proposal in response to this solicitation. We appreciate your interest in doing business with the State of North Dakota, and your company will remain our bidders list for any future solicitations of a similar nature.

If you have any questions, please feel free to contact me at (701) 328-3325.

Sincerely,

Karen Haas

Procurement Officer

## **ATTACHMENT 5**

### **CHECKLIST FOR OFFERORS**

- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ☐ Review the Service Contract in Attachment 2. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- ☐ Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- ☐ Comply with minimum requirements for experience.
- ☐ Comply with professional licensing requirements, and provide copies of certifications, if required.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Provide the required number of references.
- ☐ Provide all documents or materials that must be submitted with the RFP.
- ☐ Identify and label and sections of the proposal you feel contain confidential information.



## ATTACHMENT 6

### Data requirements of the North Dakota Department of Health, Environmental Health Section

For programs that track entities that can be classified as facilities. The minimum data that should be included in the program databases is as follows:

**Facility:** - This refers to the physical location where some activity occurs in the state.

Facility Name\*

Location - (At least 1 of the following: 911 Address - including city, state and zipcode; TRSQQQ; Latitude Longitude with metadata).

county

Alternate name - This should be used to track historical name(s) or a local name for a facility. It should include start date and end date, as well as name type, ex - historical, local, etc.

Facility Profiler ID

**Affiliations\Contacts:** - This refers to people or organizations associated with a facility. At a minimum it should include: (1)a Program Contact and (2) the person or organization that is the owner/operator, or if they are not the same entity, the owner *and* the operator of the facility

FirstName

LastName - *Optional:* also track, middle, prefix, suffix, professional qualification, title.

Mailing address - *Optional:* also track Delivery address.

Phone number - *Optional:* also track alternate phone and Fax number.

Other Optional items - Ultimate Parent company, email, web address

**Permit / Environmental Interest:** Why the department has an interest at this facility

IDNumber

Start Date

End Date

Other Optional items -Type or subcategory of environmental interest. Ex. Minor permit or Major permit, etc.; public notice start date and end date, and related information.

**Inspection:** This typically refers to onsite inspections, although it may refer to record review or other reviews of a facility.

Inspection Date

Department inspector

Deficiencies/Violations - (yes/no) see section below for more detailed information

**Compliance/Enforcement:** Compliance refers to tracking a facilities compliance or non compliance with laws, rules, permit conditions or guidelines. Enforcement refers to the departments actions to address noncompliance issues.

Deficiency/exceedance

Date

Description

Severity - ex. Warning, Minor deficiency, Significant deficiency, etc...

Related to - (is this the result of an: inspection, numeric standard exceedance, monitoring violations, reporting violation, facility malfunction, etc...)

Action Type - This refers to department follow up action to a deficiency or violation, such as warning letter or LOAN Letter, etc....

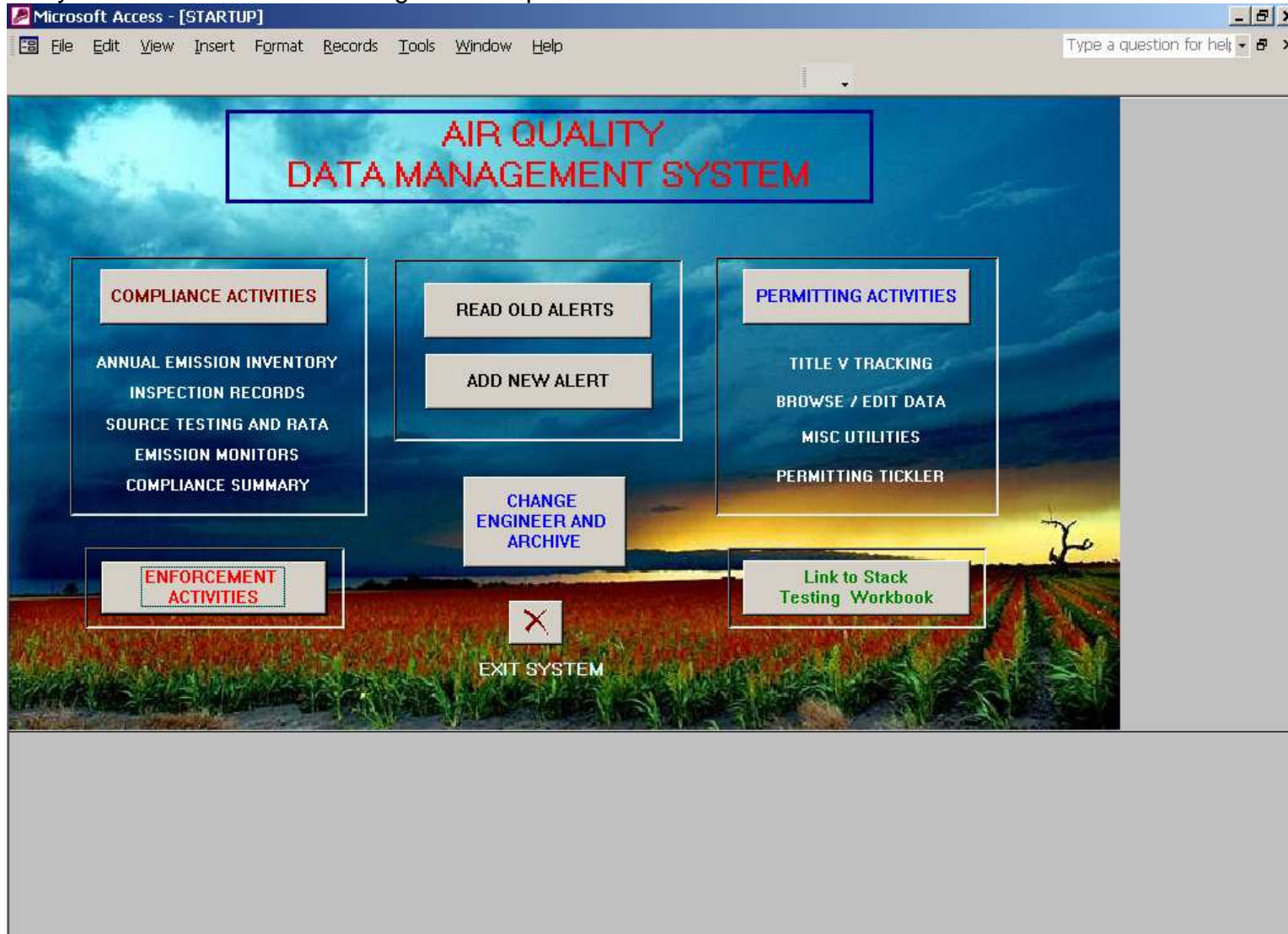
Action Date - Date department initiated action (date letter was sent)

Other *Optional* items - Response Due Date, Response received date, Corrective action, Response comments, deficiency(s) associated with Actions.

\*Underlined words indicate database fields that could be included in program databases to meet these standards.

ATTACHMENT 7  
**Screen Shots of current AQPCP Permitting  
and Compliance Database and NEI Database.**

**North Dakota Department of Health Air Quality Permitting Program**  
**Screen shots of the original AQ Permitting Database developed in 1997**  
Entry screen of the AQ Permitting and Compliance Database



Permit to construct tracking screen: This is to add a new facility or Source that is issued a permit to construct.



Microsoft Access - [Permit to Construct]

File Edit View Insert Format Records Tools Window Help

Type a question for help

Close Crosstab Query

## Permit to Construct

ADD  RETURN 

PTC:	<input type="text"/>	PTC05009 <--- Last PTC	TYPE:	<input type="text"/>
COMPANY:	<input type="text"/>		LOCATION:	<input type="text"/>
SOURCE:	<input type="text"/>		COUNTY:	<input type="text"/>

### Permitting Contact

NAME:

TITLE:

ADDRESS:  PHONE:

CITY:  STATE:  ZIP CODE:

### Misc. Information

CLASS:

INSPECTION FREQ :

NSPS SUBPART:

SYN MINOR LIMIT:

TRACK BY AEIR:

### Responsible Official

For Title V Sources Only

### AEIR Contact

NAME:   Same as Permitting

TITLE:

ADDRESS:  PHONE:

CITY:  STATE:  ZIP CODE:

### Dates

ISSUE DATE:

EXPIRATION DATE:

### Coments

PERMIT:

COMPLIANCE:

### Project Engineer

PERMITTING:

COMPLIANCE:

This screen is used to add a new facility or source to the database that is already constructed and therefore does not require a permit to construct.

Microsoft Access - [Add New Source]

File Edit View Insert Format Records Tools Window Help

Type a question for help

Close Crosstab Query

## Add New Source

ADD RETURN

PTO:	<input type="text"/>	I04003	G98003	A04001	F04001	TYPE:	<input type="text"/>
COMPANY:	<input type="text"/>	M03002	O05001			LOCATION:	<input type="text"/>
SOURCE:	<input type="text"/>	R04003	X00001			COUNTY:	<input type="text"/>

**Permitting Contact**  
NAME:    
TITLE:   
ADDRESS:  PHONE:   
CITY:  STATE:  ZIP CODE:

**Misc Information**  
CLASS:   
INSPECTION FREQ:   
NSPS SUBPART:   
SYN MINOR LIMIT:   
TRACK BY AEIR: ☐

**Responsible Official**  
For Title V Sources Only

**AEIR Contact**  
NAME:   Same as Permitting  
TITLE:   
ADDRESS:  PHONE:   
CITY:  STATE:  ZIP CODE:

**Expiration Date**

**Comments**  
PERMIT:   
COMPLIANCE:

**Project Engineer**  
PERMITTING:   
COMPLIANCE:

This screen is used to edit facility information on an existing source.





Microsoft Access - [REFERENCE]

File Edit View Insert Format Records Tools Window Help

Type a question for help

Close Crosstab Query

## Edit Source

Search by PTO  Search by Company  ADD  RETURN 

PTO:	<input type="text" value="A01002"/>	TYPE:	<input type="text" value="Dryer Drum Hot-Mix Plant"/>	Expiration Date:	<input type="text" value="11/19/2006"/>
COMPANY:	<input type="text" value="Bituminous Paving, Inc."/>	LOCATION:	<input type="text" value="Portable"/>		
SOURCE:	<input type="text" value="Asphalt Plant 3"/>	COUNTY:	<input type="text" value="Portable"/>		

**Permitting Contact**  
**NAME:**    
**TITLE:**   
**ADDRESS:**  **PHONE:**   
**CITY:**  **STATE:**  **ZIP CODE:**

**AIRS Information**  
**AFS NUMBER:**     
**SIC CODE:**   
**AIR CODES:**






**Responsible Official**  
**For Title V Sources Only**

**AEIR Contact**  
**NAME:**     
**TITLE:**   
**ADDRESS:**  **PHONE:**   
**CITY:**  **STATE:**  **ZIP CODE:**

**Comments**  
**PERMIT:**   
**COMPLIANCE:**

**Project Engineer**  
**PERMITTING:**   
**COMPLIANCE:**

**Misc Information**  
**CLASS:**   
**FREQ OF INSPECTION:**   
**NSPS SUBPART:**   
**SYN MINOR LIMIT:**   
**TRACK BY AEIR:** ☒

Record:       of 450

This screen is used to enter Title V Permit tracking information

Microsoft Access - [TV TRACKING]

File Edit View Insert Format Records Tools Window Help

Type a question for help

Close Crosstab Query

### Title V Tracking

Search By

ID Number PTO Company

EXIT

COMPANY: Cargill, Inc. ID NO. 049 ENG: GDH

SOURCE: Oil Seed Processing ID NO. T5G81005

APPLICATION RECEIVED:

ADMINISTRATIVE COMPLETENESS 8/6/1996 TECHNICAL COMPLETENESS

DUE: 8/11/1996 DUE: 9/25/1996

ACHIEVED: 8/11/1996 ACHIEVED: 9/23/1996

PROGRAM REVIEW DUE: 2/12/1997

DRAFT PTO DUE: 2/2/1997 PTO SENT TO APPLICANT: 4/18/1997 DRAFT PTO ACHIEVED: 8/20/1997

PUBLIC COMMENT EPA REVIEW

DUE: 3/24/1997 BEGINS: 11/26/1997

ACTUAL: 10/27/1997 ENDS: 1/10/1998

END: 11/26/1997

FINAL PTO DUE: 8/1/1997 FINAL PTO ISSUED: 1/14/1998

Record: 30 of 64



This screen is used to view and track Title V permit status Information

Microsoft Access - [TV TRACKING]

File Edit View Insert Format Records Tools Window Help

Type a question for help

Close Crosstab Query

### TITLE V STATUS TRACKING

Search By ID PTO Company

COMPANY: ADM Corn Processing

SOURCE: Walhalla

PTO: T5086005

ID NO. 057

APPLICATION RECEIVED

8/7/1996

ENG: LH

APPLICATION STATUS

A

A = ACTIVE  
N = NOT ACTIVE

PERMIT STATUS

F

D = PERMIT IN DRAFT FORM  
C = PERMIT OUT FOR PUBLIC COMMENT  
EPA = PERMIT IS AT EPA FOR REVIEW  
F = PERMIT HAS BEEN ISSUED

COMMENTS:

Record: 1 of 1 (Filtered)

## Screen for tracking information on facilities covered under the Dry Cleaner General Permit

Microsoft Access - [General Permit - Dry Cleaners]

File Edit View Insert Format Records Tools Window Help Type a question for help

### General Permit-Dry Cleaners

Permit Number: GPD96001

Company Name: Arrowhead Cleaners and Laundry Contact: JERRY WOODCOX

Company Address: 1140 N 3rd ST. Mailing Address: 1140 N 3rd st.

City: Bismarck City: Bismarck

State: ND Zip Code: 58501 State: ND Zip Code: 58501

Initial Report: ☒ Yes PERC: ☒ Yes

Polution Prevention Report: ☐ No Existing: ☒ Yes

Pollution Control Report: ☒ Yes Small: ☐ No

Pollution Control Report Required: ☒ Yes Large: ☒ Yes

Major: ☐ No

Shutdown: ☐ No

Comment:

Additional Comment:

Exit

Record: 1 of 47

Screen for tracking information on facilities covered under the Rock, Sand and Gravel General permit.

Microsoft Access - [REFERENCE] Type a question for help

File Edit View Insert Format Records Tools Window Help

## GENERAL PERMIT FOR ROCK, SAND & GRAVEL PLANTS

<b>PERMITTEE:</b>	PTO: GPR960019	AIRS No: 38 777 00079	SEARCH BY:
COMPANY: Aggregate Construction, Inc.			PERMIT
ADDRESS: P.O. Box 239			COMPANY
CITY: Minot	STATE: ND	ZIP CODE: 58702-0239	

<b>CONTACT:</b>	NAME: Marilyn Lundeen	<b>INSTALLATION:</b>
TITLE: Office Comptroller	SOURCE: C4, & C5	
ADDRESS: P.O. Box 239	TYPE: Rock, Sand, & Gravel	
CITY: Minot	STATE: ND	LOCATION: Portable
PHONE NUMBER: (701) 852-2343	ZIP CODE: 58702-0239	COUNTY: Portable

<b>PERMIT:</b>	SIC CODE: 1442
EXPIRATION DATE: 5/1/2006	0,G,F
CLASS: SM	AIR PROGRAM CODE:
FREQ OF INSPECTION: 0	
NSPS SUBPART:	
SYN MINOR LIMIT: 865,000 tons/	
TRACK BY AEIR: <input checked="" type="checkbox"/>	

<b>PROJECT ENGINEERS:</b>	PERMITTING: GRN		RETURN
	COMPLIANCE: GRN		

<b>COMMENTS:</b>	
PERMIT: C7 replaced C1 on May 5, 1997 and C8 replaced C6 on May 2	COMPLIANCE:

Record: 1 of 12 (Filtered)

Screen for tracking Grain handling facilities regulated by the AQ program

GRAIN FACILITIES		SEARCH TOOLS	
		by ID NUMBER	by COMPANY NAME
PTO:	GP697001	ID:	1
FORMER NAME:		AGP, Limited Partnership	
COMPANY:	AGP, L.P.		
LOCATION:	Crystal		
FACILITY ADDRESS:	Box 2048	COUNTY:	Pembina
FACILITY CITY:	Omaha	INSTALLATION:	Grain/Agricultural Handling Facility
FACILITY STATE:	NE	COMMENTS:	Don Keeton in Omaha
FACILITY ZIP:	68103-2048		
PHONE:	800-247-1345		
CONTACT NAME			
First	Last		
Brad	Benson	SAME ADDRESS	
TITLE:	Assistant Manager		
MAILING ADDRESS:	Box 2048		
CITY:	Omaha		
STATE:	NE		
ZIP:	68103-2048		
PHONE:	800-247-1345		
EVALUATED: <input checked="" type="checkbox"/> PERMIT ISSUED: <input checked="" type="checkbox"/>			
EVALUATION COMMENTS: ENG GDH			
Letter Envelope Permit Permit 2			
+ ADD			
RETURN			

## Screen for entering Inspection Information

Microsoft Access - [C-Inspection Data Entry : Form]

File Edit View Insert Format Records Tools Window Help

Type a question for help

### Inspection Data Entry

**Type of Inspection**

**PTO Number**  Enter PTO No and press tab ... remember to use T5 for all Title V sources.

Company

Source

NSPS

Inspection Frequency

**Date of Inspection**

**TSP**

**SO2**

**NOx**

**CO**

**VE**

**Initials**

**Comments**

**Compliance Status Codes:**

- 0 Unknown
- 1 Not in Compliance
- 2 In Compliance by Source Test
- 3 In Compliance by Inspection
- 4 In Compliance by Certification
- 5 In Compliance by Increments of Progress
- 6 Not In Compliance by Increments of Progress
- 7 Unknown Compliance by Increments of Progress
- 8 No Applicable State Regulation
- 9 In Compliance - Shut Down

**Add Record** **Erase Record** **Return to Inspection Menu**

Unless you add the current record, returning to the inspection menu will undo any additions you have made!

Please enter the compliance status using the codes at the right.

Only use the choices listed here!  
Put additional info in comments.

Please use proper case  
for all data entry, not all caps!

## Screen for entering Stack Testing information

Microsoft Access - [C-Testing Data Entry : Form]

File Edit View Insert Format Records Tools Window Help

Type a question for help

Close Crosstab Query

### Source Testing and RATA Data Entry Form

PERMIT NUMBER:  Enter Permit Number and press tab ...

COMPANY:

SOURCE:

Please enter all of the following information. If you have additional information, enter in results field.

TEST DATE:

EQUIPMENT TESTED:   
ie Unit 2 Main Stack, Boiler #1, etc.

ACTION CODE:

METHOD:

PARAMETER:   
ie NOx and CO

TESTING COMPANY:

RESULT (if known):   
ie Pass, Fail, Pending

INITIALS:   
ie JLS/GLK

Use correct case when entering all data; do NOT use all caps!

Violators will be ridiculed extensively. I will know based on your initials

Add This Record

Erase

Return to Compliance Menu

Record:  of 792

## Screen for viewing and testing Stack Testing information by Facility Site

Microsoft Access - [C-Testing Edit Menu : Form]

File Edit View Insert Format Records Tools Window Help Type a question for help

Close Crosstab Query

### Testing Summary

COMPANY: American Crystal Sugar

SOURCE: Drayton Plant

PTD: T5X73015

CLASS: Title V

Search by PTO No. Search by Company Name Search by Source Name

Test Date	Location	Action Code	Method	Parameter	Testing Company
27-Sep-77	Pulp Dryer #1	M2	RM 5	Particulate	
27-Oct-03	Main Boiler Stack	M4	SPEC #1	Opacity RATA (Periodic Monitoring)	ACS
31-Oct-00	Main Boiler Stack	M4	SPEC #1	Opacity RATA (Periodic Monitoring)	ACS-Drayton
21-Sep-95	Main Boiler Stack	M4	SPEC #1	Opacity RATA	American Crystal Sugar
26-Aug-92	Main Boiler Stack	M2	SPEC #1	Opacity RATA	American Crystal Sugar
26-Oct-89	Main Boiler Stack	M2	SPEC #1	Opacity RATA	American Crystal Sugar
10-Mar-77	Pulp Dryer #2	M2	RM 5	Particulate	American Crystal Sugar
09-Mar-77	Pulp Dryer #1	M2	RM 5	Particulate	American Crystal Sugar
29-Oct-76	Pulp Dryer #1	M2	RM 5	Particulate	American Crystal Sugar
04-Nov-76	Pulp Dryer #2	M2	RM 5	Particulate	American Crystal Sugar
24-Jan-96	Main Boiler	M2	RM 5	Particulate	Braun Intertec Corporation
26-Oct-97	Main Stack	M4	SPEC #1	Opacity RATA	Campbell-Sevey
10-Oct-01	Pulp Dryer #2	M2	RM 5	Particulate	GE Mostardi Platt
11-Oct-01	Pulp Dryer #1	M2	RM 5	Particulate	GE Mostardi Platt
05-Oct-77	Intercampaign Boiler	M2	RM 5	Particulate	Interpoll

Record: 1 of 24

Return to Main Menu

Record: 29 of 388



## Screen for tracking Continuous Emission Monitoring System Data

Microsoft Access - [C-Emission Monitor Summary : Form]

File Edit View Insert Format Records Tools Window Help Type a question for help

### Emission Monitor Summary

**PERMIT NUMBER:**

**COMPANY:**

**SOURCE:**

**Abbreviations:**

**API** Advanced Pollution Instrumentation

**CA** California Analytical

**CSI** Columbia Scientific Industries

**EMRC** Emission Measurement Research Corp.

**LSI** Lear Siegler, Inc.

**TECO** Thermo Enviromental Instruments

**USI** United Sciences Inc.

Emission Monitored	Monitor Location	Manufacturer	Model No	Serial No	Contact
▶ Opacity	Boiler #1 Stack	Monitor Labs	560	5600737	Pete Anderson
Opacity	Boiler #2 Stack	Monitor Labs	560	5600738	Pete Anderson
NOx & SO2	Boiler #1 Stack	LSI	SM 8100	0671169U	Pete Anderson
NOx & SO2	Boiler #2 Stack	LSI	SM 8100	0671159U	Pete Anderson
O2	Boiler #1 Stack	LSI	CM 60	0670127	Pete Anderson
O2	Boiler #2 Stack	LSI	CM 60	0670128	Pete Anderson
Flow	Boiler #1 Stack	EMRC	DP	0716	Pete Anderson
Flow	Boiler #2 Stack	EMRC	DP	0715	Pete Anderson

Record: 1 of 8

Record: 3 of 20



## Screen to enter information into the compliance tracking tickler

Microsoft Access - [REFERENCE]

File Edit View Insert Format Records Tools Window Help

Type a question for help

### Add Compliance Tickler

ACTION NUMBER:  Use the format Z-initials-# ie, Z-GLK-01

ACTION NAME:

INITIALS:

LAST ACTION NUMBERS USED

Jim S.	<input type="text" value="Z-JLS-17"/>
Gary K.	<input type="text" value="Z-GLK-14"/>
Bill	<input type="text"/>
Charlie	<input type="text"/>
Chuck	<input type="text" value="Z-CMM-02"/>

Record:  of 450

## Screen for editing tracking Tickler information

Microsoft Access - [C-Tickler for Editting : Form]

File Edit View Insert Format Records Tools Window Help

Type a question for help

### Edit Tickler Actions ...

T5086005 ADM Corn Processing  
Walhalla

Next Due Date: 1/30/2006

Frequency of Action: 6 months

Action to be Completed: Subpart V V Leak Detection Report

Compliance Engineer: GLK

[Next Record](#) [Return to Tickler Menu](#)

Record: 1 of 106

Summary screen with overview of facility information including Emissions summary by year, Inspections, Emissions monitored, and Stack Testing summary. It also provides links to the current permit and the last inspection report which are stored in WordPerfect documents on the Network file server.

Microsoft Access - [C-Compliance Summary III : Form]

File Edit View Insert Format Records Tools Window Help

Type a question for help

## Source Summary

COMPANY: American Crystal Sugar PTO: T5X75001

SOURCE: Hillsboro Plant CLASS: Title V

Search by PTO No. Search by Company Name Search by Source Name

### ANNUAL EMISSIONS (tons per year)

Year	Source	Partic	PM10	SO2	NOx	CO	Non meth	HAPS
2003	Hillsboro Plant	212.8	170.5	619.5	536.1	867.3	19.8	115.7
2002	Hillsboro Plant	195.1	169.8	478.9	460.4	683.8	15.5	0.7
2001	Hillsboro Plant	195.1	162	520.3	491.4	849.1	19.7	0
2000	Hillsboro Plant	291.3	254.7	556.5	558.9	1065.8	20.3	0
1999	Hillsboro Plant	237.8	203.8	548	522.4	744.1	19.6	0
1998	Hillsboro Plant	259.6	183.8	454.7	485	334.7	2	0

### INSPECTION HISTORY

Inspection Date
10/27/2004
11/18/2003
11/26/2002
11/13/2001
10/10/2000
10/28/1999

### EMISSIONS MONITORED

Emission Monitored	Monitor Location
O2	Boiler #1 Stack
Opacity	Boiler #1 Stack
Flow	Boiler #1 Stack
NOx & SO2	Boiler #1 Stack
Flow	Boiler #2 Stack
O2	Boiler #2 Stack
NOx & SO2	Boiler #2 Stack
Opacity	Boiler #2 Stack

View Monitor Specifications

### TESTING SUMMARY

Test Date	Method
27-May-05	SPEC #1
27-May-05	SPEC #1
15-Dec-04	CEMS RATA
14-Dec-04	CEMS RATA
14-Dec-04	CEMS RATA
13-Dec-04	CEMS RATA
21-Sep-04	SPEC #1
19-Nov-03	CEMS RATA

View Testing Summary

### WORD PERFECT LINKS

C:

View Current Permit

View Last Inspection Report

Return to Main Menu

Record: 30 of 388

Screen for tracking enforcement related information regarding facilities.

Microsoft Access - [C-View Enforcement Summary : Form]

File Edit View Insert Format Records Tools Window Help

Type a question for help

## Current Enforcement Actions

Source	Begin Date of Non-Compliance	Response Date to Non-Compliance	NOV Date Issued	NOV Response Date	Consent Agreement Date Issued	Enforcement Completed?
<b>X86001</b> <b>Alchem, Ltd., LLLP</b> <b>Ethanol Facility</b> Not in Compliance for: Failure to obtain PSD permit Non-Compliance Location: Action Taken: 13-May-03 Comments: C A signed by Alchem on 2-10-04	5/13/2003	6/25/2003	7/3/2003	7/28/2003	1/30/2004	<input type="checkbox"/>
						Expected Completion Date: 9/30/2005
<b>*</b>						<input type="checkbox"/>
						Expected Completion Date:
Not in Compliance for:						
Non-Compliance Location:						
Action Taken:						
Comments:						

Return to Main Menu

## Screen shots of the Annual Emission Inventory Reporting (AEIR) Database Developed in 2004

Main form with Facility site information for facilities that must submit AEIR Data

Microsoft Access - [frmNavigate : Form]

File Edit View Insert Format Records Tools Window Help

Type a question for help

MS Sans Serif 8

Company Name: [Text Box] State ID: [1]

**Site Information** State Facility Identifier: [1] Federal Registry Identifier: [Text Box] PTO #: [084013]

Company Name: [Amerada Hess Corporation]  
Facility Name: [North Charlson]  
Site Description: [Oil Field Location]  
Location Address: [113 4th St. E]  
City: [Tioga] State: [ND] Zip Code: [58852-0459]  
State/County FIPS: [38003]  
NAICS Primary: [211111] Record Type: [Site]  
Search For NAICS Number Tribal Code: [Text Box]

**Related Emission Units** State ID: [1]

Emission Unit Description: [Engines/Turbines - Gas]  
Emission Unit Description: [Incinerators/Flares]

Display Unit Data Add New Emission Unit

View NEI Data Entered

**Required AEIR Forms:**

☐ AP 301 ☐ AP 305 ☐ AP 312  
☐ AP 302 ☐ AP 307 ☒ AP 313  
☐ AP 302S ☐ AP 308 ☐ AP 317  
☐ AP 303 ☐ AP 310 ☐ Electronic AEIR Forms  
☒ AEIR Tracked

**Related Release Points** State ID: [1]

Stack Description: [911 Stack]

View Stack Data Add New Stack

Company Name NUM

## Screen for displaying Emission Unit information

Microsoft Access - [frmEmissionUnit]

File Edit View Insert Format Records Tools Window Help

Type a question for help

MS Sans Serif 8

### Emission Unit Information

State Facility ID:  Emission Unit ID:

Company Name	<input type="text" value="American Crystal Sugar"/>	State Facility ID:	<input type="text" value="5"/>
Site Description	<input type="text" value="Drayton Plant"/>		

Emission Unit Description:

Max Nameplate Capacity:  Design Capacity:

Design Capacity Unit Numerator:

Design Capacity Unit Denominator:

NAICS Unit Level:  [Search for NAICS Code](#)

SIC Unit Level:  [Search for SIC Code](#)

Record Type:  [Return To Site Information](#)

### Related Emission Processes

Process ID:

Emission Process Description	<input type="text" value="Coal Boilers"/>
State Facility ID	<input type="text" value="5"/>
Emission Unit ID	<input type="text" value="242"/>

[View Emission Process Data](#) [Add New Emission Process](#)

A code that identifies the type of Record (EU)

NUM

## Screen for displaying Emission Process information

Microsoft Access - [frmEmissionProcess]

File Edit View Insert Format Records Tools Window Help

Type a question for help

MS Sans Serif 8

State Facility ID: 5 Emission Unit ID: 242 Emission Release Point ID: 0

Process ID: 251

### Emission Process (EP)

Emission Process Description: Coal Boilers

Source Category Code: 10200224

Record Type: Emission Process

State/County FIPS: 38067 Tribal Code: 000

Return to Emission Unit Data

### Related Emission Periods

State ID	Process ID	EmissionPeriodID
5	251	5
Start Date	20030101	End Date 20031231
Start Date	20040101	End Date 20041231

View Emission Period Data Add New Emission Period

A text description of the Emission Process.

NUM



## Screen which displays Emission period information and Emission Data

Microsoft Access - [frmEmissionPeriod]

File Edit View Insert Format Records Tools Window Help

Type a question for help

MS Sans Serif 8

**Emission Period** State Facility Identifier: 5 Emission Unit ID 0 Process ID 251 Emission Period ID 559

Start Date 20030101 End Date 20031231 State/County FIPS: Record Type Emission Period Return To Emission Proc

**Emission Data**

Company Name: American Crystal Sugar Pollutant Code PM-FIL Emission Numeric Value 87.5

Emission Unit Numerator TON Start Date (YYYYMMDD) 20030101 End Date 20031231

Emission Calculation Method Control Status Controlled Emission Type 01

Emission Data Level Process Hap Emission Performance Level Emission Factor Numeric Value 0

Emission Factor Unit Numerator Emission Factor Unit Denominator Process ID 0

State/County FIPS Record Type EM State Facility Identifier 0 Emission Unit ID 0

Emission Point ID 911 Stack Emission Period ID 559 Control Equipment ID 1193

Delete Record

**Related Emission Data For**

Pollutant	PM-FIL	87.5
Pollutant	PM10-FIL	78.8
Pollutant	SO2	620.3
Pollutant	NOX	458.7
Pollutant	CO	260.7
Pollutant	VOC	2.6

Start date of the period in which reported emissions occur. App A - Temporal basis of emissions, Format: YYYYMMDD

NUM



## Screen which displays emission release point data

Microsoft Access - [frmReleasePoints]

File Edit View Insert Format Records Tools Window Help

Type a question for help

Arial 8

### Release Point Data

State ID  Emission Unit ID

Emission Release Point

Process ID:

Emissions Release Point Descriptio

Emission Release Point Type  Stack Height (ft)

Stack Diameter (ft)  Exit Gas Temperature (F)

Exit Gas Velocity (ft/sec)  Exit Gas Flow Rate  X Coordinate

Y Coordinate  UTM zone  XY Coordinate Type

State/Counry FIPS  Record Type

Horizontal Collection Method:  Horizontal Accuracy Measure:

Horizontal Reference Datum:  Reference Point:

Tribal Code:

Form View FLTR NUM